A SKETCH

OF

THE HISTORY OF ORISSA

From 1803 to 1828.

WITH APPENDICES.

By G. TOYNBEE, Esq.,

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A SKETCH

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THE HISTORY OF ORISSA

FROM 1803 TO 1828.

PART I.

THE subjugation of the maritime province of Cuttack formed a part of that glorious campaign under Sir Arthur Wellesley which culminated in the complete overthrow of the Maratha power at the battles of Assai and Argaum. So splendid was the fame of the greater events, that history has of necessity passed over this minor and subsidiary expedition almost in silence. Mere mention is all that has been accorded it. Although, however, it may possess no special importance in the eyes of the general reader, its every detail is full of interest to those who have passed several years in the province of Orissa, and have learned to appreciate and sympathise with its people.

Assembly and composition of the force.

The force destined for the expedition against Cuttack assembled at Ganjam in September 1803. It was composed of the 1st Madras Fusiliers, a detachment of Her Majesty's 22nd Regiment, the Bengal 20th Native Infantry, the Madras 9th and 19th Regiments of Native Infantry, and a small force of artillery. The officer originally chosen to command the force was Lieutenant-Colonel Campbell, but on his being taken dangerously ill, Colonel Harcourt was appointed in his stead. Mr. John Melvill, C.S., accompanied the expedition in the joint capacity, with Colonel Harcourt, of "Commissioner for settling the affairs of Cuttack."

Plan of the campaign.

The original plan of the campaign was that the force, after capturing Cuttack and leaving a sufficient number of troops to hold it, should make its way through the Barmul Pass and co-operate with General Sir Arthur Wellesley in Berar. A detachment of 6,216 Bengal troops was to co-operate with those from the south; "of this detachment a

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body of 854 were collected at Jallasore, to be ready to penetrate into Cuttack as soon as the movements of the principal force should render it necessary; 521 were to take possession of Balasore; and 1,300 were to occupy a post at Midnapore with a view to support the detachments at Jallasore and Balasore and afford protection to the Company's frontier against any sudden incursion of the Rajah's horse." *

March of the troops from Ganjam.

The main body of the expedition started from Ganjam on the 8th September 1803 and marched along the coast between the sea and the Chilka Lake. Manikpatna was reached on the 15th, and was abandoned by the Marathas without resistance. It took two days to cross the troops over the mouth of the Chilka Lake; and had the enemy made a determined stand there, our position would have been one of considerable danger and difficulty. In consideration of the services rendered on this occasion by Fatteh Mahomed, jagirdar of Malud, the Commissioners granted him a *sanad* entitling him and his heirs for ever to hold his lands exempt from assessment, and this grant was formally confirmed by Section 34, Regulation XII of 1805.

Arrival at Pooree.

Leaving Narsinghpatna on the 18th, the British force entered Pooree on the same day, without encountering any opposition from the enemy. Deeming it advisable to push on as fast as possible, Colonel Harcourt halted only two days in the holy city, and told off a small detachment of Hindu sepoys for the protection of the temple of Jagannath and the riches it was supposed to contain.

March to Cuttack.

The march of the remainder of the troops was resumed on the 20th September; and now the real difficulties of the expedition began. There were no roads; the cart tracks which did duty as such were rendered almost impassable by water and mud. From beginning to end they were little better than quagmires. It was with the greatest difficulty that the guns and supplies could be dragged along. The enemy, though not daring to come to actual close quarters, threw out skirmishers and impeded the progress of our troops by every means which their superior knowledge of the country put in their power. Their cavalry hovered around to cut off stragglers. It was necessary therefore to proceed with the utmost caution. Mukandpur, though distant only about twenty miles from Pooree, was not reached until October 4th.

* Mill's History of British India, Vol. III, page 651.

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Here our troops first came into actual contact with the enemy. In vastly superior numbers they attacked the advanced guard, but were repulsed with considerable loss, and made good their retreat into the jungles of Khurdha, intending probably to make a *détour* and reach Cuttack before the British troops.

First action with the enemy at Mukandpur.

At any rate the march of the latter was not again opposed; and as the country was now more passable than that through which they had just come, they reached the banks of the Katjuri a few days after the action at Mukandpur. Here a fresh difficulty arose. The person in charge of the ferry, to whom the Marathas had granted a *jagir* on condition of his supplying and keeping in repair a sufficient number of boats, was nowhere to be found. Alarmed at the approach of the English, he had fled and concealed both himself and the boats. The troops therefore halted in the mango groves which lined the right or southern bank of the river, in sight of the object of their expedition. At length a boatman in the employ of the *jagirdar* came forward and provided the necessary means of crossing the river. For this service he was put in temporary possession of the *jagir*, and on the death of the original grantee, was confirmed in it.

Arrival of the force at the Katjuri, and detention there.

The troops crossed over in safety and entered the town of Cuttack on the 10th October 1803. It immediately capitulated. The British force then encamped on the northern or left bank of the Katjuri. Tradition still relates that the inhabitants of the town fled in alarm to Tanghi, ten miles north of the Mahanadi, and did not return until the proclamation issued by the Commissioners inspired them with confidence in the new rule. Their fears were probably aroused by the restrictions which it was deemed necessary to impose on their personal liberty, and which were not completely removed until November 1805. Had the bulk of the inhabitants been hostile to our cause and attacked our rear, or fired on our troops from the houses as they marched through the town to storm the fort, the position would have been a critical one. Every precaution having been duly taken to guard against any such contingency, preparations for the storming of the fort were at once commenced.

Capitulation of Cuttack—October 10th 1803.

We will leave the reader to imagine these in progress while we quote from Sterling a description of the building against which they were directed.

Sterling's description of Fort Barabati.

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At page 27 of his historical account of Cuttack,* he says—"The only monument of the Gajpati Rajas which their ancient capital exhibits, is the Fortress of Barabati, built probably in the 14th century by Raja Anang Bhim Deo, the last of the independent sovereigns of Orissa. Others refer it back to a period as early as the times of the Kesari dynasty. However that point may stand, its square sloping towers or bastions, and general style, bespeak a Hindu origin. The Mahamadan or Maratha governors added a round bastion at the north-western angle and constructed the great arched gateway in the east face, which alterations are alluded to in a Persian inscription, giving for the date of the repairs and additions the year 1750 A.D. The fort has double walls built of stone, the inner of which enclose a rectangular area of 2,150 by 1,800 feet. From the centre of the fort rises a huge square bastion or cavalier supporting a flag-staff. This feature, combined with the loftiness of the battlements on the river-face, give to the edifice an imposing castellated appearance; so much so that the whole, when seen from the opposite bank of the Mahanadi, presented to the imagination of M. LaMotte, who travelled through the province in 1767 A.D., some resemblance to Windsor Castle."

Present condition of the Fort at Cuttack.

There is but little in the present appearance of the fort which answers to the above description. The Public Works Department have converted this fine building into an unsightly series of earthen mounds, and the ground within the moat into a wilderness of stone-pits. The stones composing the walls of the moat which surrounds the fort are now being used to build a hospital. Some of the fort stone was, I believe, used for the lighthouse at False Point and for other public buildings; the dust of the rest is shaken off our feet against us on the station roads. The "great arched gateway of the eastern face," as Sterling calls it, and a fine old mosque, called after Fatteh Khan Raham, are almost the only objects of antiquarian interest which remain intact. The fate of many interesting ruins in the province has unhappily been similar.

Storming of the Fort—October 13th 1803.

The following account of the storming of the fort on the 14th September is taken *verbatim* from the historical record of the 1st Madras European Fusiliers.† "The fort, strongly built of stone and surrounded by a wet ditch varying from 35 to 135 feet in breadth, had only one entrance, with a very narrow bridge leading over the ditch to it.

* Published in the Transactions of the Royal Asiatic Society about 1822.

† Published by Smith, Elder & Co., London, 1843.

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Batteries were completed, on the night of the 13th, 500 yards from the south face of the fort, and commenced firing early the following morning. By 11 A.M. all the defences had been knocked off and the guns of the fort silenced. The storming party, consisting of a detachment from Her Majesty's 22nd Regiment and the Madras European Regiment, 400 sepoys from the Bengal 20th Native Infantry, the Madras 9th and 19th Native Infantry, and some artillerymen, with a six-pounder to blow open the gate, advanced to the attack. The bridge was quickly passed under a heavy fire from the fort, but it was nearly forty minutes before the wicket was blown sufficiently open to admit one man. The Europeans passed in singly, and with such rapidity that, notwithstanding the resistance at the inner gates, they entered with the garrison, who, after a very severe loss, abandoned the fort."

Capture of the town of Balasore—September 21st 1803.

Equal success attended the expedition against the town of Balasore, which, as mentioned in page 1, was despatched from Bengal. The troops and stores were conveyed in vessels to within four miles of the town where they were landed. The fort, which consisted only of a wall, and the ruined English factory which had been taken possession of by the foujdar, were captured after a long contest, but with little loss on the part of the assailants. I quote the following extract from Mill's History of British India, Volume III, p. 652:—" Of the other detachments, that appointed to take possession of Balasore had there landed on 21st September, and soon overcame all the resistance by which it was opposed. The detachment formed at Jallasore left that place on 23rd September, and on 4th October arrived without opposition at Balasore. On the 10th of that month a force of 816 men marched from Balasore by order of the Governor-General to aid Lieutenant-Colonel Harcourt in the reduction of Cuttack."

Reduction of the interior—Kujang—Kanika.

After the three principal towns in the province had fallen into our hands, a part of the force was, in pursuance of the original plan of the campaign, despatched under Major Forbes to force the Pass of Barmul. Colonel Harcourt with another detachment marched against Kujang by way of Patamundai. The Raja of that place had been detected carrying on a correspondence with the Rajas of Khurdha and Kanika with a view of entering into a triple alliance, offensive and defensive, against the British authority. The same good fortune attended our arms in this expedition as had attended them in those which preceded it. The Raja of Kujang fled as soon as he received tidings of the near approach

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of the troops. His elder brother, whom he had kept a close prisoner at the fort of Paradip, was released and placed on the throne, and a large reward was offered for the apprehension of the fugitive, who was captured shortly afterwards and confined in the fort at Cuttack. His fortifications were all dismantled, and the cannon found in them carried away to Cuttack. Among them Colonel Harcourt was not a little surprised to find two brass guns, nearly new, which bore the stamp of the Honorable East India Company. How these came into the Raja's possession was, I believe, never ascertained. It is probable, however, that they were received from the wreck of some ship which had either been driven on shore or attacked and captured by pirates. The former is the more probable supposition, as during the times of the Marathas that part of the coast is said to have been infested by wreckers who decoyed vessels on to the shore.

Before returning to Cuttack, Colonel Harcourt completed the success of his expedition by reducing to submission the turbulent Rajas of Kanika and Harishpur. Their forts were also demolished, and the guns found in them taken away. In carrying out these measures no resistance was met with; and they were undertaken more with a view of impressing the people with a sense of the strength of the British arms, than from the necessity of putting down any serious armed opposition.

Major Forbes forces the Pass of Barmul.

While these events were taking place on the eastern frontier of the province, the detachment under Major Forbes had penetrated through the hilly and jungly country which bounds it on the west and reached the Pass of Barmul, the key to Berar and the Central Provinces. Here the enemy made a last stand, but on the 2nd November the Pass was forced, and, completely broken and defeated, they escaped with difficulty across the hills. The Rajas of Bod and Sonpur came in in consequence of this event and tendered their submission to the British Government.

Conclusion of peace.

Meanwhile Colonel Harcourt was approaching from the east with the intention of effecting a junction with Major Forbes and leading the combined force through the Pass to co-operate with General Sir Arthur Wellesley in the Berars; but news having come that peace had been concluded both with Scindia and the Nagpur Raja, the troops marched back to Cuttack, and the force was broken up early in 1804, the European regiments returning to Masulipatam. Colonel Harcourt had now time to devote his attention more exclusively to civil affairs. Of the measures

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taken by him and his colleague, Mr. Melvill, to place the civil administration of the province on a satisfactory footing, mention has been made in another place.

Rebellion of the Raja of Khurdha—His defeat, capture, and imprisonment—1804.

They were interrupted towards the close of the year 1804 by the events which led to the deposition and capture of the Raja of Khurdha and his confinement in the fort at Cuttack. This prince, though stripped of a considerable slice of his original territory, had been left by the Marathas in comparative independence within his own *killa*. This indeed was more a matter of necessity than of choice, for although their cavalry easily overran the parganas of Rahang, Sarain, and Chaubiskud, they could not penetrate into the jungle fastnesses of Khurdha proper; nor did their infantry care to encounter on their own ground the paiks or local militia, who were little, if at all, inferior to them in the open. The parganas above mentioned became therefore a bone of contention and the scene of mutual recriminations and devastations. The unfortunate inhabitants, fearful of espousing either side, suffered equally by the ravages and depredations of both. When we took the province in 1803, the Raja passively espoused our cause and tendered his allegiance to the British Government, doubtless in the hope that these parganas would be restored to him. The Commissioners, however, decided to retain them, as they had been taken by us from the Marathas, who were in actual possession of them at the time of the British conquest. Though this decision was at the time silently acquiesced in by the Raja, it was a source of bitter disappointment to him. When the European troops had returned to Madras, and the native force which remained at Cuttack had been considerably reduced in numbers by the necessity of establishing detached outposts in different parts of the country, he thought that a favorable opportunity had arrived for recovering his lost territory. As a tentative measure he sent one of his servants in July 1804 to collect the rents of a village named Batgaon, lying within the Mughalbandi—a term used originally to denote the lands set apart for the revenue of the reigning power, but which subsequently came to mean the territory assessed in detail and paying revenue to Government, as distinguished from that which paid only a fixed lump sum as tribute, and which is now known as the Tributary States. In other words, the former were the crown lands, the latter the fiefs of military chiefs, who exercised unlimited sway within their own territories, but tendered their allegiance and paid tribute to the ruling power in the province. The Raja's servant was summarily ejected, and the Commissioners addressed to his master a strong remonstrance, with

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a warning against the repetition of any similar act of "presumption and unprovoked aggression." This warning appears to have had but little effect. In September of the same year (1804) the Raja was detected in an intrigue relative to the affairs of the Pooree temple. He was therefore forbidden to issue orders on any person whatever residing within the limits of Mughalbandi territory without the express sanction of the Commissioners. In October, exactly one month after the issue of this order, the Raja's troops—if a disorderly mob of paiks and peons can so be called—made a raid on the villages in the vicinity of Pipli and carried off all the cattle and other movable property on which they could lay hands. This affair, though partaking more of the nature of a large dacoity than of an organised and preconcerted military aggression, nevertheless occasioned considerable alarm. This was not perhaps, under the circumstances, unnatural. The majority of our forces had returned to Madras, and what few troops remained behind, were scattered over a considerable area. The nature of the country rendered speedy communication and rapid concentration impossible. There was, moreover, a lurking suspicion that the Marathas might be in secret league with the Raja to harass, if not to overthrow, the British authority. The Commissioners therefore determined to be on the safe side, and to prevent, by prompt and decisive steps, these raids from growing into anything more serious. Troops were sent for from Ganjam, and a detachment marched from Cuttack as soon as the necessary supplies could be procured. The Collector was ordered, if he could not get them in the open market, to compel the zamindars to furnish them. The rebels being quickly driven out of Pipli, retreated to the fort at Khurdha, followed by our troops. This fort, the ruins of which still remain, was situated at the foot of a hill at the east end of the valley of Khurdha. The approaches from the south lay through a difficult Pass between the Baroni hills (where the Raja had a *put*, or place of concealment, to which he retired on the approach of our troops), and were stockaded and fortified with strong masonry barriers. It was three weeks before we were in a position to carry these works by storm. When this was at length achieved, the Raja made good his escape southwards with a handful of his followers, the British troops being too exhausted to pursue them. A few days afterwards he gave himself up, and was placed in close confinement in the fort at Cuttack. His territory was confiscated and placed under the charge of Major Fletcher, who erected the first civil buildings at Khurdha. He remained there until November 1805, when he made over charge to the Collector of Cuttack.

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The province now enjoyed a long period of uninterrupted tranquillity.

General tranquillity of the province—Distribution of troops.

As far as military affairs are concerned, there is not much in the records of the above period worthy of mention. The troops performed garrison duties, varied occasionally by the escort of treasure and stores to out-stations. Besides the larger stations of Pooree, Khurdha, Cuttack, and Balasore, subordinate military outposts were also established at Jajipur, Bhadrak, and Soro. There were also small guards at Sarangarh near Cuttack, and Balaramgarhi near Balasore. A provincial battalion was raised in Cuttack, which had its quarters near the site of the new hospital, and did good service in furnishing guards, escorts, &c. It was disbanded in 1807, the efficient sepoys being drafted into the regular regiments of the line. The monotony of military life in the interior of the province was bitterly complained of by the officers, and many strong and rather unofficial expressions of disgust with it are to be found in the postscripts of letters written to the Collector concerning the issue of pay and other similar matters. It was, however, occasionally relieved by incidents which possess, under the circumstances, sufficient importance to entitle them to a passing notice.

Apprehensions of a Maratha invasion—November 1805.

In November 1805, for instance, serious apprehensions were entertained of an attack from the west by the Marathas under Nana Saheb, brother of the Raja of Berar. Every one was on the *qui vive;* spies were sent out, provisions laid in, and the troops were held ready to act at a moment's notice. The alarm, however, proved to be groundless.

Supposed attempt by the French on Balasore—December 1806.

During December of the following year (1806), Balasore had its little excitement in the shape of a supposed invasion by the French. The particulars of this affair, as given by Captain Maxwell, then commanding at Balasore, in a letter to the Colonel commanding in Cuttack, are as follows: On the 17th December six Europeans landed at Balaramgarhi, a salt *chauki* and Company's factory situated near the mouth of the river Burhabalang, and inquired of the daroga in charge if water and provisions were procurable, the distance to Balasore, and the number of troops stationed there. After receiving replies to their questions, they returned to a three-masted vessel which lay at anchor some distance from the shore. Soon afterwards two guns were fired. The ship then stood out to sea and was soon out of sight. The authorities at Balasore being unanimously of opinion that she was a French cruiser, and that her crew would make a fresh

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attempt to land, sent a party of sepoys to lie in wait at Balaramgarhi and capture and bring to Balasore any person who should come on shore. Warning was at the same time sent, with guards of sepoys, to the customs officers at Dhamra and Churaman. On the evening of the 19th December two Europeans landed in a dinghy at Balaramgarhi, and were at once pounced upon by the party lying in ambuscade. On being brought before Captain Maxwell, who not unnaturally connected them with the party which had landed there on the 17th, they gave their names as Thomas and Curtis, and declared that they were bound for Madras in a country sloop laden with rice, and had only landed to procure fresh water. As they had no papers, they were detained in custody. The mystery of the former occurrence was cleared up next day by the arrival at Balasore of the mate of the other vessel. He produced the ship's papers and explained that they had anchored off Balaramgarhi not knowing the navigation of the Bay of Bengal and being in want of a pilot. The Governor-General in Council ordered the two men who had been detained to be forwarded to Calcutta in their own vessel. A sarang was engaged to navigate it, and a naik and six sepoys were sent in charge of them. They reckoned however without their host. As soon as the sloop got clear of the river, the Europeans overpowered the guard, threw four of them overboard, and sailing off to the south, were never again (as far as I can discover) either seen or heard of, though information was at once sent to the southern ports. There is something extremely ludicrous in the idea of two European loafers thus setting aside the orders of the Governor-General in Council. The incident has also its serious side, as showing how insecure our footing in the province was felt to be during the first few years of our occupation of it, and how, isolated as they were from each other, our officers were wont to magnify trivial circumstances into matters of more serious import.

A curious court-martial.

Before proceeding to the relation of the more important military events of 1817-18, I shall mention one more incident, illustrative rather of social than of public life, merely premising that as the matter was officially reported to the Governor-General in Council, it can hardly be deemed too trivial to find entry in these notes. It occurred at Pooree in 1807, and was on this wise. One Nuran, wife of a syce in the employ of an officer stationed at Pooree, had a quarrel with Lieutenant L.'s mehtrani. The latter, to revenge herself on her enemy, told "Bibi L." that Nuran had accused her of improper intimacy with Lieutenant H. The train thus artfully laid was not long in taking fire. A naik and three

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sepoys appeared before Nuran's house, seized her, and carried her off to the quarter-guard. Here she was kept under close arrest for three days; at the end of this period she was carried to the house of Lieutenant H. and brought before a native court-martial there assembled to try her, and of which Lieutenants H. and L. constituted themselves presidents. She was convicted (on what charge is not stated) and sentenced to have her hair cut off. After this operation had been duly and publicly performed, she was to be drummed through the sepoy lines to beyond the Athara Nala Bridge and formally banished the town. The proceedings of the court having been submitted to Lieutenants H. and L., were by them duly confirmed. The sentence was then carried out to the very letter. What the Governor-General in Council thought of the proceedings, and what orders were passed on the officers concerned in them, is not recorded in the books of letters received or sent between 1807 and 1828.

Relations between civil and military officers.

The civil and military officers do not appear to have been during these early times on very cordial terms. The records teem with mutual complaints and recriminations, and these squabbles were naturally carried to a certain extent into private life. The military complained that the troops were not properly supplied with provisions; the civilians retorted that the sepoys paraded the town at night, and, setting all law and authority at defiance, attacked the police whenever they attempted to interfere.

Threatened raid by the Pindaris in 1816.

These matters, however, gradually righted themselves, and nothing worthy of note occurred until the year 1816, when Cuttack was thrown into a state of considerable alarm by the news of a threatened incursion of the Pindaris from the south. Bands of these marauders had entered the Ganjam territory, and after plundering and pillaging to the very walls of the capital, had made good their escape with a considerable booty before the British troops could come up with them. A rumour got abroad, for which there appears to have been some foundation, that they intended to plunder the temple at Pooree and then make a raid on Cuttack. The 2nd battalion of the 18th Regiment Native Infantry was at once despatched to the former place; another detachment was sent to Khurdha, with the object of cutting off the Pindaris should they attempt to escape by that route. In Cuttack itself considerable preparations were made, and a plan of defence, in case of any attack on the town, was arranged by the civil and military authorities in consultation. The Magistrate engaged as many matchlockmen as he

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could procure. These were to be stationed on the tops of the houses in the principal streets, and were to fire on the Pindaris as they passed. Trenches were to be dug and breastworks thrown up at the entrances to all the narrow lanes in the town, and a sum of sicca Rs. 2,000 was advanced to the bazaar chaudhari to procure supplies. In the midst of these preparations news came that the Pindaris had been defeated by the Madras troops in several encounters, and had been dispersed in all directions. In one of these actions Lieutenant Borthwick with only 50 men came suddenly upon a body of them nearly a thousand strong, and so took them by surprise that they fled precipitately, leaving the greater part of their booty in his hands. This defeat at once put an end to the alarm which had been occasioned by their threatened raid into Orissa.

The Khurdha rebellion—A.D. 1817-18.

It was not long, however, before we had to encounter a storm, which burst with such sudden fury as to threaten our expulsion, if not from the whole of Orissa, at least from the territory of Khurdha. This was the rebellion of the paiks, a kind of local militia, to whom the English conquest had brought little but ruin and oppression.

Sterling's description of the paiks.

The causes of the rebellion will be adverted to in another place, but it will be convenient to quote here a description by Sterling of the enemy which our arms had now to encounter. Rude and contemptible as this new foe undoubtedly was in comparison with our native troops, the nature of the country and their intimate knowledge of it gave them an advantage which rendered the contest more equal than it would otherwise have been. Sterling says at page 38 of his historical account of Cuttack, "The paiks, or landed militia of the Rajwara, combine with the most profound barbarism and the blindest devotion to will of their chiefs a ferocity and unquietness of disposition which have ever rendered them an important and formidable class of the population of the province. They comprehend all castes and classes, chiefly perhaps the chasa or cultivating tribe. Occasionally individuals of the lowest caste are found among them, as konduras, pans, and bowris* (*Sans.* 'berber,' barbarian), and the fashion has often prevailed of adopting into their own order some of the more savage inhabitants of remote hills, called khands, as also even musalmans and telingas. It is well known they are paid by

* Mr. Beames has kindly given me the following derivations of these words:—
Kondura (*Sans.* Kandura), "dweller in caves."
Pan (*Sans.* Parna), "clad in leaves."
Bowri (*Sans.* Vanavarti), "dwellers in the jungles" (probable).

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service lands, which they cultivate with their own hands in time of peace, subject to the performance of military and rude police duties whenever called on by their chiefs. Abulfazl states the number of paiks or zamindari militia (in the original *sipah-i-zamindari*) liable to be required for the service of the State, according to the condition of the tenure of the zamindars, at about 155,000* for the present districts of Cuttack and Midnapore, which probably formed but a small part of the entire force maintained by these chiefs. The paiks of this part of the country are divided into three ranks, distinguished by names taken from their occupation or the weapons which they chiefly use, viz.—

"1*st*.—The paharis, who carry a large shield made of wood covered with hide and strengthened by knobs and circles of iron, and the long straight national sword of Orissa called the khanda. They are stationed chiefly as guards.

"2*nd*.—The banua, who use the matchlock principally now (in lieu of their old missile weapons), but have besides a small shield and sword. It was their duty to take the field principally and go on distant expeditions.

"3*rd*.—The dhenkiyas, who are armed with bows and arrows and a sword, and perform all sorts of duties. The war dress of the paiks consists, or did consist, of a cap and vest made of the skin of the tiger or leopard, a sort of chain armour for the body and thigh, and a girdle formed of the tail of some wild animal. Besides the terror inspired by these unusual habiliments, they further heightened the ferocity of their appearance by staining their limbs with yellow clay and their countenance with vermilion, thus exhibiting altogether as savage and fantastic an air as one can well conceive to invest the national army of any country or people. However wild and motley their appearance and composition, they certainly did not fight badly when encouraged at least by the proximity of their jungles, since we find them sustaining the most bloody battles with the Mughals; and it may be doubted whether they were not superior to any infantry which the Berar Marathas ever brought into the field during their government of the province." It is clear that a body of local landed militia of this kind might have been made a tower of strength to the British Government had liberal and conciliatory measures been adopted from the first; but by a fatal and short-sighted policy Major Fletcher had been allowed to resume their service lands shortly after the confiscation of the Khurdha estate. Nor was this all. Deprived thus of the lands which they had enjoyed from time immemorial, they were

* Recent inquiries show that there still exist in the Tributary States 7,308 paiks, who hold similar service tenures.

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subjected to the grossest extortion and oppression at the hands of the farmers, sarbarakars, and other underlings to whom our Government entrusted the collection of the revenue, and also to the tyrannies of a corrupt and venal police.*

Jagabandhu, the leader of the rebellion.

In this state of affairs a leader was all that was required to fan the lurking embers of rebellion into open flame. The opportunity produced the man in the person of Jagabandhu Bidyadhar Mahapatra Bhowanbir Rai; and as he played so important a part in the events which followed, I make no apology for extracting from a *précis* by Dr. Hunter of Mr. Ewer's report on Khurdha an account of the circumstances which led him to take up arms against the British Government.† The story also serves to illustrate the malpractices of the amla, a subject on which more will be said in Part II. Jagabandhu inherited from his ancestors the post of *bakshi*, or commander of the military of the Raja of Khurdha, being second only to the Raja in rank. Besides *jagirs* and other perquisites appertaining to his rank, the family of Jagabandhu had held for several generations the valuable estate of Killa Rorang at a very low quit rent.

This estate was in Jagabandhu's possession at the time of the cession of Cuttack by the Raja of Berar, but there was some doubt as to whether the better right of possession was vested in Jagabundhu or a cousin of his who claimed it. Jagabandhu was one of the first to proffer submission to Colonel Harcourt in 1803, and the settlement of Killa Rorang was made with him for the first year of the British administration of the province. In the following year he was allowed to enter into engagements for Mr. Webb's triennial settlement. A Bengali named Krishna Chundra Sinha was the dewan of the first Collector, but he resigned on Mr. Webb's accession to the office in 1805-06, still, however, continuing to reside in Cuttack. His brother, one Gaur Hari Sinha, was tahsildar in charge of the collection of certain khas mahals, which having been formerly wrested by the Maratha Government from the Rajas of Khurdha, were claimed by no one. On the acquisition of the country by the British, the

* I am indebted to the Commissioner, Mr. Ravenshawe, for the following note on this subject:—"It has been always found to be a most difficult matter to bring the paiks under a system of revenue payment; and repeated instances have occurred in the Tributary States where insurrection has resulted from rash attempts to assess service tenures. The process, however, is being very gradually carried out, and most of the paiks now pay a nominal rent for their jagirs, generally in kind."

† Tradition relates that he was a man of fine physique and of great bodily strength. In an old temple at Khurdha there still exists a stone 10 × 5 × 2½ feet, which he is said to have partially raised from the ground when scratching his back against it during an attack of itch, a disease with which he is said to have been much troubled. Mr. Ewer, in his report on the Khurdha rebellion, states that he considers the reappearance of Jagabandhu in Khurdha to be the main cause of it.

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revenue authorities were anxious to get rid of them by selling them to some man of substance. The ex-dewan, Krishna Chundra Sinha, appeared to have meditated the aggrandisement of his name by acquiring the zamindari rights of the parganas and by the dispossession of Jagabandhu from his estate of Rorang. At his suggestion Jagabandhu commenced to pay his revenues into the hands of Gaur Hari Sinha, the tahsildar of Pargana Rahang, one of the khas mahals which adjoined Jagabandhu's estate of Rorang. Jagabandhu having paid his revenues to the tahsildar instead of to the Collector, as formerly, it was easy for the former to represent in his accounts the collections of Rorang as belonging to Pargana Rahang. In the Amli year 1215, Pargana Rahang, described as "Rahang *oghaira*," was farmed nominally to one Lakshmi Narayan, the real farmer being Krishna Chundra Sinha. At the end of the following year the pargana, described as before, was advertized for sale and purchased by Krishna Chundra Sinha. The *jama* of Rorang was added to that of Rahang, and under the artful and significant description "*oghaira*," Killa Rorang and some other mahals were formally included in Pargana Rahang. Jagabandhu resisted the attempt of the people of Krishna Chundra Sinha to take possession of his estate; a riot ensued, and petitions from both sides were brought before the Commissioner, Mr. Buller, and matters remained in abeyance for a long time. The new purchasers being unable to obtain possession, Jagabandhu let his estate in farm for the remaining period of his settlement. Just at this time a suit between Jagabundhu and his cousin was decided by an amicable arrangement to divide the zamindari of Killa Rorang in the proportion of 10 and 6 annas. In 1813 the agents of Krishna Chundra Sinha boldly stood forward to enter into engagements for Killa Rorang as part of their purchase. Jagabandhu then presented a petition, which occasioned an investigation into his case, and it was proved beyond a question that the annexation was a fraudulent one, and a separation of the two estates was ordered; but before it could be carried out, it was represented that the original rights of Jagabandhu were questionable, and the Government then (in June 1814) passed an order forbidding any engagements to be taken from him "until he should have established a title to the lands in the regular course of law." When these orders were communicated, Jagabandhu's complaints were loud and vehement. He was reduced to beggary, and for nearly two years derived his maintenance from the voluntary contributions made by the people of Khurdha for his support, and spent his time in wandering over the scenes of his former consequence. He was constantly attended by a

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ragged tribe of followers bearing the usual insignia of state pertaining to his former condition. When advised to institute a suit for the recovery of his estate, he ever evinced the greatest repugnance to do so, pleading his want of means, the degradation of suing as a pauper, and the inutility of any reference to the court from an Uriya when a rich Bengali was to be the defendant.

Such was the position of Jagabandhu when in March 1817 a body of Gumsur Khunds, 400 strong, crossed over into the Khurdha territory and openly unfurled the banner of revolt. The dalbehras and paiks, under their former leader, rose as one man and joined them. They proceeded to attack the thannah and other Government buildings at Banpur, where they killed upwards of 100 men and carried off some Rs. 15,000 of Government money. Mr. Becher, the Salt Agent of the southern division, narrowly escaped falling into their hands. His boat on the Chilka Lake was captured and plundered. The rebels then marched on Khurdha itself, increasing in numbers as they proceeded. Their success at Banpur had set the whole country in arms against us, and seeing the hopelessness of resistance, the whole of the Government officers stationed at Khurdha sought safety in a precipitate flight. All the civil buildings were burnt to the ground, and the treasury was sacked. Another body of the rebels advanced into Pargana Limbai, where they murdered one Charan Patnaik, a Government servant, who had made himself especially obnoxious to them by reporting to the Collector that Jagabandhu was tampering with the dalbehras.

First outbreak of the paiks—March 1817.

On receipt of intelligence of these events in Cuttack, the authorities lost no time in despatching to the scene of action such a body of troops as they thought would suffice to quell the disturbance and restore order. One detachment, under Lieutenant Prideaux, marched direct to Khurdha; another, under Lieutenant Faris, proceeded to Pipli to protect the pargana of Limbai.

Measures taken by the authorities.

At this time Mr. Impey was Magistrate, and thinking that his presence would help to restore order, he determined to repair to the spot. He set out on April 1st, accompanied by Lieutenant Travis and a detachment of 60 sepoys, with the intention of joining Lieutenant Prideaux at Khurdha. They arrived on the evening of April 2nd at Gangpara distant only about two miles from that place. A barricade had been erected, which was defended by a considerable body of the rebels. The

Mr. Impey proceeds to Khurdha and has to retreat.

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British troops were fired on, and it was evident that their further progress would be strenuously resisted. It was now growing dark, so a council of war was held, at which it was resolved to halt for the night and attempt to force the stockade early the next morning. A letter was sent off to Lieutenant Prideaux announcing this intention and begging him to march out with his force from Khurdha so as to place the enemy between two fires. Early next morning the messenger returned with the astounding intelligence that the village of Khurdha had been totally destroyed, and that Lieutenant Prideaux was nowhere in the neighbourhood. There was nothing for it under the circumstances but to beat a speedy retreat. No provisions had been brought from Cuttack, and none were to be procured on the spot. The sepoys were worn out with hunger and fatigue, and the numbers of the rebels gradually swelled to about 3,000. As soon as the retreat was commenced the enemy opened a brisk fire. This being replied to with effect, the ardour of their pursuit was considerably damped. The English troops kept as much as possible to the open; the paiks, on the other hand, kept well under cover of the jungles, from which they suddenly emerged now and again to fire on us or to secure whatever of our baggage had been dropped or abandoned in the confusion. The situation was a very critical one, but owing to the judicious dispositions of Lieutenant Travis no loss of life was sustained, and after marching without a halt from 5-30 A.M. until 3-30 P.M. of the 3rd April, the troops safely reached Balkati on the Pooree road, and there halted to rest and refresh themselves. While preparing to resume their march at 9-30 P.M., they were again attacked under cover of the darkness by a large body of insurgents; but a well directed volley soon scattered the rebels, and our troops continued their retreat without further molestation. They reached Cuttack on the forenoon of the 4th April *sans* tents, elephants, and every article of heavy baggage which they had taken with them. Mr. Impey wrote to Government as follows:—"This instant returned, after a most fatiguing march of a day and a night, from Khurdha; I can only write for the information of His Lordship in Council that my retreat was forced, and that the whole of the Khurdha territory is in a complete state of insurrection. The officer who went in command of the party which accompanied the Collector (Lieutenant Faris) has been killed, and the whole detachment driven back to Pipli. The insurgents call upon the Raja, and Jagabandhu issues orders in his name. Their avowed intention is to proceed to Pooree and reconduct him in triumph to his territory." Mr. Impey proceeded to recommend that the Raja of Khurdha (who

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had been released from the fort in 1807 and allowed to reside at Pooree,) should be removed to Cuttack; that a reward of Rs. 5,000 should be offered for each of his sirdars, and that martial law should be proclaimed.

Movements of Lieutenant Prideaux.

We must now return to Lieutenant Prideaux and explain the circumstances which prevented his receiving the letter sent to him by Mr. Impey from Gangpara on the 2nd April. He had received information that the rebels had attacked and plundered the house of Rani Mukta Dei* at Panchgarh, captured her and her dewan, and were advancing under Jagabandhu to attack him with 5,000 men. He also received information that Captain Wallington, who had been despatched with a detachment for the defence of Pooree, had gone on to that place, leaving orders to Lieutenant Faris (whose detachment accompanied the Collector, and had at the latter's suggestion been removed from Pipli to Delang,) to effect a junction with him (Lieutenant Prideaux).

Death of Lieutenant Faris at Gangpara.

In pursuance of these orders Lieutenant Faris with 50 sepoys made an attempt to force the rebel position at Gangpara. He was shot dead in the act of leading on his men, and a native subahdar was also killed. Two messengers, whom Lieutenant Faris had sent to Lieutenant Prideaux, were captured by the rebels, who cut off their noses and otherwise barbarously maltreated them. Lieutenant Prideaux and the rest of Lieutenant Faris's detachment having lost all their baggage, retreated to Cuttack *viâ* Pipli. The latter place fell into the hands of the paiks, who sacked it and burnt the thannah.

Captain Wallington's march to Pooree.

Captain Wallington had reached Pooree in safety on April 2nd, and found all quiet there. His progress had not been molested in any way, and he wrote to recommend that a force should be detached for the special duty of following up the rebels and bringing on a decisive action with them. This recommendation was acted on, and on the 9th April Captain LeFevre, with 550 men and a few guns, marched to Khurdha by the route which Mr. Impey and his party had taken in their retreat from that place.

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* This was one of the Ranis of Sambalpur who had been sent as a political prisoner to Khurdha in 1808 under charge of Captain Roughsedge along with other members of the Nagpur family. For her support lands to the annual value of Rs. 1,200 had been assigned in Panchgarh.—*Vide* Central Provinces' Gazetteer, Art. Sambalpur, page 463.

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On the 12th April martial law was proclaimed in the Khurdha territory under Regulation X of 1804.

Proclamation of martial law.

Capture of Pooreo by the rebels.

On the morning of the same day a large body of the insurgents assembled at Sukul, a small village near Pooree to the south-west. In the evening they entered the town by the Lokanath Ghât and burnt the Government cutcherry and several other public and private buildings. The houses of the European residents were situated then, as now, on the sea shore, about half a mile from the native town. In these the native officers of Government took refuge. The troops were located in the bungalow of Mr. Becher, the Salt Agent. On the morning of the 13th April the rebels emerged from the jungle which skirted the town on the east and opened a desultory fire on our position. The sepoys returned it, and the contest was continued thus for about two hours. At length, growing exasperated, the sepoys charged the enemy and drove them back helter-skelter into the town, killing fifteen and wounding many more. This success was however only temporary. The insurgents returned in greater numbers, having been reinforced by others of their own party, and being joined by many of the rabble belonging to the temple and to the Raja's private establishment. Some of the inhabitants of the town also joined the rebels. The priests of the temple openly proclaimed the fall of the English rule and the restoration of the authority of the ancient line of sacred kings. Being thus hemmed in on three sides by the insurgents and the sea, it was deemed advisable to beat a speedy retreat to Cuttack by the only road still left open. Provisions were beginning to run short, and it was found impossible to procure a fresh supply. It was important, too, to prevent the Government treasure from falling into the hands of the rebels. Pooree was therefore abandoned, and the fugitives, among whom were Messrs. King and Becher, Salt Agents, and Mr. Busby, the Collector of the pilgrim-tax, reached Cuttack in safety on the 18th April.

Extension of martial law.

Martial law was at once extended to the towns and neighbourhood of Pooree and Pipli, and to the parganas of Limbai and Kotdes. All communication between Cuttack and the southern portion of the province was completely cut off; consequently nothing had been heard of Captain LeFevre since he left Cuttack on the 9th April, and the greatest apprehensions were entertained for his safety.

Captain LeFevre retakes Pooree and captures the Khurdha Raja.

He reached Khurdha without encountering any opposition, but was not able to obtain any reliable information of the plans or movements of

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the rebels. Hearing, however, that they had gone in great force in the direction of Pooree, he determined to march rapidly on that place. He left Khurdha on the 16th April, and after burning on his way the paik villages of Bajpur and Kadalibari, reached Tapang on the evening of the same day. On the morning of the 17th he reached Kanas, and in the evening crossed the Nuna river and encamped at Nuagaon, a village on its left bank. Continuing his march next morning, he came upon the enemy at Dobanda. They were drawn up about a thousand strong behind the bunds at that place. Captain LeFevre at once unlimbered his guns and opened fire on their position. Two parties were detached to turn their right and left flanks, while he advanced direct with the main body. The rebels, who had never yet encountered so large a force of disciplined troops, and who were entirely ignorant of military tactics, were utterly confounded by this simple manœuvre. They fled in the wildest dismay and confusion, without striking a blow or offering the slightest resistance. Captain LeFevre lost no time in following up his advantage, and at once pushed on for Pooree, which he reached on the same day (18th April) about 2 P.M. He found to his astonishment that Captain Wallington and all the European officers had been driven out of it, and their bungalows burnt to the ground. The Raja, with sixteen palkis, was on the point of making good his escape when Captain LeFevre arrived. These circumstances prevented him from carrying out his original intention of either following up Jagabandhu, who had retreated towards Banpur, or of retracing his steps to attack his principal Sirdar, Krishna Chandra Bidadhur, who was reported to be at Kanas with a large body of insurgents. Meanwhile orders had been received from the Governor-General in Council to send the Raja of Khurdha to Calcutta. It was therefore arranged that Major Hamilton should march for Pooree on the 22nd April at the head of a battalion of Native Infantry, with the double object of retaking the town and securing the Raja's person. Before this expedition started news was, however, received from Captain LeFevre that he had already accomplished both these objects. Major Hamilton's march was in consequence delayed until the 28th April.

Major Hamilton takes Sarangarh and marches to Pooree.

After crossing the Katjuri he heard that a large force of the insurgents had taken up a position at the fort of Sarangarh.* He therefore made

* This fort was held by one Kanuji, who, on the entry of the British troops into the province in 1803, fled to Khurdha. He aided in the outbreak which led in 1804 to the capture of the Khurdha Raja and his imprisonment in the fort, which he shared. On his release he was allowed to hold Sarangarh in farm from the Raja of Patia. Troops were stationed there to watch his movements as late as 1811.

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a *détour* from the road with the object of dislodging them. This was successfully accomplished, and the march resumed. At Pipli three companies were detached under Captain Armstrong to defend the surrounding country and uphold the civil authority which had been reinstated there.

Captain LeFevre returns to Cuttack with the Raja as his prisoner—Attempt at rescue.

On the arrival of Major Hamilton at Pooree, Captain LeFevre started for Cuttack with the Raja as his prisoner. An attempt at rescue was made near Pipli, but Captain Armstrong beat off a body of the insurgents 2,500 strong, and the escort arrived safely in Cuttack on the 11th May. The Raja was placed in close confinement in the fort, where he died on November 30th 1817, and was succeeded by his son, Hari Krishna, a boy of thirteen.

Arrival of the Special Commissioners.

In May of the same year General Sir Gabriel Martindell arrived at Khurdha as Military Commissioner to try the prisoners of war, and with him was associated shortly afterwards Mr. Walter Ewer, C.S.; their joint duty being to settle the disturbed districts, report on the causes of the outbreak, and suggest measures for the future improvement of the Khurdha estate.

Actions against the paiks in other parts of the district.

We have hitherto confined ourselves to the relation of events which took place in the sub-division of Khurdha and that part of the Pooree district (as they exist at present) which more immediately adjoins it. It was here that the insurrection was most formidable, and here therefore that it was at first necessary to concentrate all the military force at our disposal. The rising of the paiks had, however, been pretty general all over the southern and eastern parts of the province. They burnt the thannahs of Asareswar, Tiran, Hariharpur, and Gop, and committed various ravages and excesses in the country surrounding them. But they had in these parts no recognised leader of ability like Jagabandhu in Khurdha, though they were secretly encouraged by the Rajas of Kujang and Kanika. Their actions partook more of the nature of those of various bands of dacoits acting independently, than of those of a people striving to rid themselves of a foreign yoke. Though prompt retribution was not under the circumstances possible, they were not to escape altogether without punishment.

Captain Kennet's expedition against the Kujang paiks.

It was not, however, until September 1817 that a force could be spared for this purpose. On the morning of the 13th of that month Captain Kennet embarked with a small force on board country boats at Cuttack, and taking advantage of a high flood, reached Paradip

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at 2 P.M. the next day. The place was stockaded and strongly defended. Some paiks, in smaller and more manageable boats, fired on our troops and made good their escape. His boats being clumsy and unwieldy, and the current being very strong, Captain Kennet deemed it advisable to run them on shore and disembark his men at once. This done, they advanced against the stockade and carried it by storm. A party under Lieutenant Forrester pursued the rebels into the village, killed fifteen of them, and captured three three-pounder guns, which had been placed to defend the main approach. Two other parties, under Captain Kennet and Lieutenant Wood, also pursued the enemy in other directions, but night coming on, most of them escaped into the dense jungles of which that part of the country mainly consists. The troops bivouaced in the stockade during the night, and the paiks kept up a desultory and random fire of arrows, which, however, happily did no harm. Next morning Captain Kennet marched with two companies against the village of Nuagarh. The enemy kept up a random fire on the troops from their security in the jungles, but their march was not seriously impeded. All they found at Nuagarh was a quantity of arms, a few cannon, and three elephants. The paiks had evacuated the place and fled to Kujang. Captain Kennet then resolved to proceed to Tiran, but as the intermediate country was swarming with paiks, it was necessary first to bring on an action with them. This he succeeded in doing on the 19th September. Though numbering upwards of 2,000, and though greatly favoured by the nature of the country, they were completely routed. Two elephants and eight horses fell into the hands of the victors, and the Raja, deeming it hopeless to continue the struggle further, came in and gave himself up to Captain Kennet on 2nd October. Partly by means of information given by him, and partly by stratagem, Naran Paramguru and Bamadeb Pat Josi, the chief leaders and instigators of the outbreak, were also taken prisoners and carried with the Raja to Cuttack. The latter was imprisoned for one year in the fort, the former were both transported for life. Captain Kennet returned with the majority of the force, leaving Captain Simpson with a few troops to complete the pacification of the country. This did not take long. By the end of October the British authority was completely restored in Kujang, the detachment under Captain Simpson was withdrawn, and military law ceased to be in force.

Affairs at Gop.

At Gop the first outbreak occurred in June 1817. The paiks, under Karanakar Sirdar, attacked the thannah and drove the police out of it. The

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latter gallantly held out for some time in the old fort, but at length, being overpowered by numbers, they escaped to Pipli and invoked the aid of the military there. Captain Faithful at once started off with eighty men *viâ* Nimapara, and though he found the thannah burnt and the village deserted, he could discover no signs of the enemy. Captain Baines remained at Gop with a small detachment until the end of October 1817, when a general amnesty was promulgated in the tracts subject to martial law (except Banpur, where it remained in force until April 1818), and the rebellion may be said to have been stamped out. In effecting this result the zamindars of Mirichpur, Harishpur, and Jhankar, rendered the Government valuable assistance and received suitable rewards.

Gradual pacification of the country.

It must not be supposed that the country recovered all at once its accustomed tranquillity and security. Bands of paiks, most of them proclaimed offenders and fugitives, continued to infest the jungles of Khurdha for some time after the pacification of the rest of the country. They committed, chiefly by night, the direst excesses. Not content with robbery, they added murder to the category of their crimes. The police were equally powerless to punish or prevent. It was necessary therefore in the early part of the year 1818 again to have recourse to military force. By the exertions of Lieutenant Travis in the southern, and of Lieutenant Bell in the northern parts of Khurdha, these bands of marauders were at length hunted down, and the troops were able to return to head-quarters on the approach of the hot season. Henceforward the civil authorities were able to hold their own, and this is the last military operation which we have to chronicle. The causes of the rebellion will be more fitly mentioned under the head of Revenue and Civil Affairs in Part II. It remains only to record under Part I that the detailed military occupation of the country ceased about 1826, the troops at the various out-stations being called in and concentrated at Cuttack, where they have ever since remained.

Withdrawal of troops from out-stations, and their concentration at Cuttack.

PART II.

Division of the subject.

Having sketched the progress of the British arms in Orissa and the various measures undertaken to secure the tranquillity of the province, I now proceed to relate as briefly as possible the principal events

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connected with the civil and revenue administration. It will be necessary to a right understanding of the changes introduced by our revenue system to give an outline of those which preceded it. In doing this I have drawn largely upon Mr. Sterling's valuable minute on Orissa tenures.* The subject divides itself naturally into four heads:

1*st.*—The revenue system of the ancient sovereigns of Orissa.

2*nd.*—The changes introduced by the Mughals.

3*rd.*—Those made by the Marathas.

4*th.*—The British administration.

Revenue system of the ancient sovereigns of Orissa.

Under the native sovereigns of Orissa, who bore the title of "Sri Utkalespwara Gajpati Maharaja," that portion of their territories which bore the name of Utkul Des, and which corresponded very nearly to the present province, was divided into numerous circles or allotments called *besi* and *khand.* Over each of these local divisions were placed two officers, viz.—

1. The *bisoi* and *khand-adhipati,* or simply *khandpati,* who had the chief direction and general superintendence of affairs, and who managed the police with the aid of an officer called the *khandayat.*
2. The *bhoimul,* an accountant of the *karan* caste, who superintended the collection of the revenue, drew out the accounts of produce and cultivation, and kept a register of all the particulars of the land.

The above officers were to a certain extent jointly responsible for the payment of the revenue assessed on their divisions, and acted collectively in the discharge of several of their most important functions.

The Rajwara, or Tributary States, held by independent chieftains on a sort of feudal military tenure, was exempted from the jurisdiction of the above officers.

Changes introduced by the Mughals.

These arrangements continued intact until the settlement of Todar Mal about 1580 A.D. The principal change introduced by him was merely a change of names,—Persian revenue terms being substituted for the Uriya. Thus the *khands* and *bisis* became *parganas,* though the old designation was sometimes retained in addition: thus, *Parganas* Tappan-*khand,* Nun-*khand,* Kirwal-*khand,* &c., and Parganas Balu-*bisi,* Dera-*bisi,* &c. The titles of *khand-adhipati* and *bisoi* became lost in the more

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* *Vide* Appendix, page 1.

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familiar and general term of *chaudhari* or chief; the *bhoimul* became the *kanungo wilayti* or provincial *kanungo*. The portions of each *pargana* which were managed by the above officers were now called *talukas*, and the officers themselves *talukdars*. The *padhan*, a headman of the village of the old Uriya system, becomes the *mokadam* of the Mughal system. The *jagirs* of the great military chiefs of the Rajwara were now called *killas*, and for their Hindu title of *bhuiya* is now substituted the word *zamindar*; though it must be carefully remembered that it did not attain its modern meaning until more than a century and a half after the reign of Akbar. When first used, it was restricted to the Rajas of Khurdha, Al, and Sarangarh, who all belonged to the ancient royal line of the Orissa kings, and to the chiefs who are now styled Rajas of the Tributary Mehals. They paid only a light tribute, and were independent within their own jurisdiction.

Changes made by the Marathas.

The Marathas divided the Mughalbandi into four *chuklas* or divisions,—(1) Cuttack, (2) Bhadrak, (3) Soro, and (4) Balasore, and about 150 *parganas*. Each pargana was, as a rule, sub-divided into one, two, three, or more of the following allotments or *mahals*, viz.—

1. *Taluka Chaudhari.*
2. *Taluka Kanungo Wilayati.*
3. *Taluka Kanungo.*
4. *Taluka Sadar Kanungo.*
5. *Taluka Majkuri or Mokadami Majkuri, or simply Majkuri.*

In some cases the word *tappeh* is substituted for *taluka*. It appears therefore that the terms *chaudhari* and *kanungo* were used as synonymous with that of *talukdar*, and that the same responsibility attached to both names. Under the head of *Taluka Majkuri* are specified certain *moujahs*, *patnas*, and other lands in charge of, or the revenues of which were paid through, *mokadams*, *karjis*, and *sarbarakars*. It was but rarely that a *talukdar* or zamindar appeared under this last head. In charge of each *chakla* was an officer called the *amil*, who was individually responsible to the State for the revenue assessed on his division and for the general conduct and supervision of revenue, civil, and criminal business. He was remunerated by grants of land called *nankar*, which he held rent-free, and besides this he was allowed, on adjustment of his accounts, certain perquisites and deductions on account of expenses of collection. Under him, as his chief assistant, was the *sadar kanungo*. He in his turn was assisted by a *gomasta* or mofussil

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or *wilayati kanungo* in each *pargana.* Each *gomasta* had under him one or more *mohurirs.* The former were generally persons of Bengali extraction; the latter were mostly pure Uriyas, and on them the bulk of the work fell. They kept the accounts on *tal* leaf, made measurements, and furnished such detailed information as was called for by their superiors. The *gomastas* did little more than affix their signatures and seals to bills of sale and other documents. When *talukdars* fell into arrear, they became security for them and took their estates into their own hands, where indeed they generally remained. The office of *sadar kanungo* was abolished about 1792 A.D. (1189 Amli) by Subahdar Raja Ram Pandit, but that of *gomasta* or *wilayati kanungo* was retained until the British acquisition of the province in 1803, when it was abolished. The *amils* did not, as a rule, make the *mokadams* responsible for the collections of all lands within their *chaklas*; a *hustabud* settlement was made yearly, and the amount of it was duly reported to the Government. The *amils* respected the hereditary rights of the *mokadams* and gave them *nankar* lands, which they called their *pitrali* or patrimonial property. They also had charge of the collections due from all lands held *khas.*

Growing importance of mokadams and others.

By degrees, however, the Maratha officers were glad enough to be rid of the trouble of detailed management, and to leave it to any person who would engage for the payment of a lump sum. There was no one better qualified to undertake this responsibility than the *mokadams,* and it soon became a common practice for the *amils* to take engagements from them. This was at the beginning of the 19th century, and is contemporaneous with the word *zamindar* in Orissa. About this time too mention is made of *zamindars* being dispossessed (either by compulsory transfer of their lands on the best terms they could get, or by being ousted without any compensation whatever,) for want of punctuality in the payment of the revenue due from them. The original designation was given in official records to the holders of one or more entire *pargana,* and to the Rajas and *khandayats* of *killas*; but in common language, and in later *sanads,* the words *talukdar* and *zamindar* were used as synonymous, and applied indifferently to the *chaudharis* and *kanungo talukdars.* During the confusion which ensued between 1801 and the British acquisition of the province in 1803, it seems most probable that the *chaudharis, kanungos, mokadams,* and other persons entrusted with collections in estates held *khas,* or who had given agreements to the *amils* to pay the lump sums due from other

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lands, assumed the title of *zamindar* and claimed to hold the land itself in virtue of hereditary right, valid or invalid, as the case may be, to collect its rents. Broadly speaking, therefore, the *zamindars* of Orissa were at the time of the British acquisition either principal *mokadams* with a hereditary right of collection, but without any right, title, or interest in the land itself, or Government officers, chiefly *chaudharis* and *kanungos*, in charge of collections. This view is also supported by three distinct facts:—

1. The *kanungos* under the Marathas were in many cases selected from among the best of the *mokadams*;

2. The title of *kanungo* is retained to the present day by several of the *zamindars* of Orissa;

3. When we took the province in 1803, we could not get possession of a single revenue document of any importance except those mentioned at page 31. They were all either made away with or hidden by the Maratha revenue officers and by the *mokadams*, who appropriated (or misappropriated) them to their own use.

Modern use of the word zamindar.

The Commissioners therefore had no documentary evidence on which to base a settlement, or with which to rebut the claims of the parties actually in possession and styling themselves *zamindars* or hereditary owners of the soil. Thus a right which never existed was silently acquiesced in and indirectly admitted and confirmed by subsequent legislation. The proclamation issued by the Commissioners on 15th September 1804, and Regulation XII of 1805, which confirmed it, speak of the "*zamindars* or other actual proprietors of the soil," and the same phraseology is adopted in subsequent Regulations. In the accounts of the first English settlement they are merely mentioned as holding certain lands, but in those of the triennial settlement of 1213—1215, the same individuals are spoken of as proprietors (*malik-i-zamin*), and have ever since been recognised as such. The Collectors trained in Bengal, not finding in Orissa any person corresponding to the *zamindar* of that province, manufactured him out of the material which they found most ready to hand.

Practice of the Marathas in revenue matters.

Before passing on to the British administration, it may not be out of place to quote the following description of the Maratha practice in revenue matters in their own country, as it may safely be assumed

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that the same prevailed to a greater or less extent in Orissa :* "All revenue reports of those times teem with accounts of the cruel, but often ingenious, processes by which the Maratha collectors slowly bled the people. Inconvenient precedents and institutions were of course at once cleared away as mere clogs upon the process of extracting money. The carefully adopted organisation of village and circle officers which the Mughals, wherever they had come, had grafted on the old feudalism of Gondwana, with all its graduated structure of rights and duties, gave way to a system of public auction. Villages were put up to the highest bidder, but even he was lucky if he got to the end of the year safe. After passing with alternative hope and fear through the rainy season and watching his crops safe through the caprices of the elements, some turn in the tide of war, or an unexpected robber raid, might destroy all the fruits of the toil and expenditure of months.

In the border districts one day Holkar's army would come and sweep the country before it; then perhaps Scindia marched down troops to defend his possessions, in which process they pastured their bullocks on the crops, trampled in the water-channels with their elephants, and killed any of his subjects who made objections. Zainabad of Nimar was thus ruined in 1803. In the intervals between regular campaigns, and even when there was nominally peace, the rival armies usually did a little plundering in the enemy's country on their own account, having practically no other means of supporting themselves. The unfortunate country people gave up all attempt at protecting themselves against the troops, whether hostile or nominally friendly; and when they heard of an army coming, hid themselves in the glens and the rocks, creeping out by moonlight in a last desperate attempt to cultivate their land. But then if they tided through these greater catastrophes, there was the never absent danger of predatory inroads from the hill tribes, or indeed from any one who was strong enough to get up a following. To avoid these they clubbed together and paid blackmail, or collected themselves into large villages and built mud fortifications round them, going out armed to their fields, many miles off perhaps, and leaving wide tracts of country in their own expressive phrase *be chiragh*,—without a light or village fire. If the crops thus sown in sorrow and tended in fear came to maturity, there were fresh trials to encounter. Sometimes the lease taken at the beginning of the year and carried through with so much difficulty and anxiety, was unceremoniously set aside in favour of a higher bidder,

* Introduction to the Central Provinces' Gazetteer, page 97.

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and the unfortunate lessee saw the harvest on which he had staked his all go to enrich some private enemy or clever speculator: sometimes the villages would be made over by the authorities to troops in arrears to pay themselves, no questions of course being asked: sometimes the crop was seized directly by the Government officials without any pretence of form or reason. In the districts of the interior, where there was a little less anarchy and confusion, rather more formality was observed in the process of exaction, though with very similar results. Tracts of country were assigned either to large farmers for a fixed sum, or to military leaders for the payment of troops; and as the valuation put upon the leases was always of the highest, the assignee had to exercise all his ingenuity to bring his collections up to the mark. Taught by experience, the cultivators assumed the appearance of poverty, concealed their stock, and hung back from taking farms. But they were always worsted in the long run. Practically they had no choice except to cultivate or to starve, and the assignee soon found out by means of his spies who were in the best position to take the lease. On these " dresses and titles were liberally bestowed, and solemn engagements entered into at a very moderate rate of rent, which engagements were most assuredly violated at the time of harvest, when the whole produce was at the mercy of the jagirdar (assignee). Thus he proceeded from year to year, flattering the vanity of the malguzars (farmers) with dresses, titles, and other distinctions, and feeding their hopes with solemn promises till all their capital was exhausted." There was a little more difficulty in tapping the wealth of bankers and others, whose substance was stored in a form less accessible and prominent than standing crops or flocks and herds. Even in those times it was not for every one to take the royal road hit upon by Raghoji III, of going direct to the coveted strong-boxes by means of burglary; so the notable device was discovered of establishing adultery courts, furnished with guards, fetters, stocks, and a staff of witnesses. When good information was obtained of the existence of a hoard of money, the unfortunate possessee was at once charged and found guilty; and if the disgrace of a crime which was then held to reflect on the whole family of the accused, was not sufficient to bring him to reason, he was chained in the stocks till he agreed to pay ransom. In one case the landholders of the Srinagur pargana of Narsinghpur clubbed to free themselves from an incubus of this kind, agreeing to purchase its abolition by an immediate payment of Rs. 45,000, which they raised by a cess of 25 per cent. all round on the revenue of their villages. But the only effect of their effort was that they were

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presumed to be able to stand another turn of the screw, and the amount which they had managed to raise was thenceforward regularly added to their assessment for future years! The devices of levying money with a show of legality in towns and populous non-agricultural tracts show almost endless ingenuity, though some of them were such flimsy veils for exaction, that it is difficult to imagine why the pretence of form should have been kept up at all. Thus the provisional Government appointed at Jabalpur to carry on the administration of the newly annexed Narbada country (1817) was called upon by its Maratha officials to decide among other questions whether widows should still be sold for the benefit of the State, whether one-fourth of the proceeds of all house sales should continue to be paid into the treasury, and whether persons selling their daughters should not still be taxed one-fourth of the price realized. At a meeting of the same provisional Government there is an entry ordering the release of a woman named Pursia, who had been sold by auction a few days before for seventeen rupees. The taxes levied in different places varied with the idiosyncrasies of the Government or of the individual tax-collector; but among them it may be noticed that people were mulcted for having houses to live in, or, if they had no houses, for their temporary sheds or huts. If they ate grain, their food was taxed at every stage in progress through the country; if they ate meat, they paid duty on it through their butchers. When they married, they paid for beating drums or putting up marquees. If they rejoiced at the set Hindu festivals, they paid again: at the "holi," for instance, on the red powder which they threw at each other; at the "pala," on the ornaments which they tied to the horns of their cattle. Drinkers were mulcted by an excise, and smokers by a tobacco duty. Weavers, oil-pressers, fishermen, and such low caste industrials, had as a matter of course to bear a special burthen. No houses or slaves or cattle could be sold, no cloth could be stamped, no money could be changed—even prayers for rain could not be offered, without payment on each operation of its special and peculiar tax. In short, a poor man could not shelter himself, or clothe himself, or earn his bread, or eat it, or marry, or rejoice, or even ask his gods for better weather, without contributing separately on each individual act to the necessities of the State! These were the regular taxes merely, and it certainly does not seem likely that any money could have slipped by owing to their want of comprehensiveness; but the revenue accounts of the times show that supplementary measures were occasionally found necessary to reach men who would otherwise have escaped. Thus in the accounts of the Nawab Sadik Ali Khan,

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Governor of Narsinghpur, for the years A.D. 1806—1866, such entries as these may be found :—

	Rs.
A fine on one of the kanungos found in good condition	1,000
A fine on Bhagwant Chaudhari, who was building a large house	3,000
A fine on Mehronpuri Gosain, who was digging tanks and buildings temples	6,000"

Early measures taken by the British Commissioners in revenue matters.

It was not until the middle of December 1803 that Colonel Harcourt and Mr. Melvill, the Commissioners for settling the province, found time to devote any attention to revenue affairs. Mr. James Hunter had been sent to Pooree soon after the acquisition of the province as "Acting Collector at Jagannath;" but his deputation had probably more to do with the pilgrim-tax and the temple than with the land revenue, though he had charge of the latter until the arrival of Mr. Groeme, the first Collector, on the 27th October 1804. The earliest English record in the Cuttack Collectorate is a letter dated 19th December 1803 from the Commissioners to Mr. Hunter. It contains the outline of the revenue system which they had provisionally adopted as being best suited to the circumstances of the province. It was clearly impossible to do more than make the best of the system which they found ready to hand. The *amils* were therefore continued temporarily in office, and ordered to submit monthly accounts of their collections to the Collectors, to whom they were made subordinate. An abstract of these collections was to be forwarded by the Collectors to the Commissioners. The basis of the demand was to be the receipts of previous years; certain specified *abwabs* or cesses being excluded, and all demands for balances of former years being cancelled. The basis of the assessment was the *jamabandi* papers, which at the conquest of the province had been given up to the Commissioners by the *phar-navis*, or record-keeper, and the principal *kanungo* under the Maratha Government. Those *parganas* and villages, which came under the denomination of *khairat*, were to be held *khas* and exempted from the jurisdiction of the *amils*. The Collectors were to have a general jurisdiction in all revenue matters, subject to revision and control by the Commissioners.

Civil Courts.

For the decision of civil suits no regular arrangement appears to have existed under the Marathas. They were probably decided by the *amils* or settled out of court by arbitration.

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In the former case they were generally tried verbally and decided in favour of the party who bribed the highest. In event of any applications being made to him for the recovery of debts, &c., the Collector was instructed "to desire the parties to come to an amicable adjustment or to wait two or three months, until an arrangement is formed for deciding on claims of that nature."

Division of the province into two revenue jurisdictions—June 1804.

In June 1804 the province was divided into two divisions, the northern and southern, with the Mahanadi as the boundary between them. Of the former Mr. Robert Ker, and of the latter Mr. Charles Groeme, was appointed Judge, Magistrate, and Collector.

Regulation XII of 1805.

In September of the same year a proclamation was issued calling upon proprietors to engage for the Government revenue, and the terms of this proclamation were subsequently embodied in Regulation XII of 1805. On this subject more will be said under the head of Settlements.

Removal of the Commissioners to Calcutta—Abolition of their office.

The special Commissioners removed to Calcutta in June 1805, and by Regulation XIII of that year their office was abolished, the superintendence of the revenue affairs of the province being transferred to the Board of Revenue at Fort William.

Amalgamation of the northern and southern divisions.

By the same Regulation the northern and southern divisions were amalgamated and placed under one Collector.

Extension to Orissa of the Bengal civil regulations.

By Regulation XIV of 1805 the Bengal regulations regarding civil suits were extended to Orissa. Under these new arrangements Mr. George Webb succeeded Mr. Groeme as Collector, and Mr. R. Ker became Judge and Magistrate of the whole province. The latter was also Superintendent of the Tributary Mehals, and had charge of the Salt Department until the arrival in November 1805 of Mr. J. King, the first Salt Agent in Orissa. Tahsildars were stationed at Balasore, Jajipur, and Khurdha, and a fourth had charge of the *mahals* held *khas* on account of the recusancy of proprietors.

Collector's head-quarters.

Up to 1816 the Collector's head-quarters were at Pooree. In 1806 it was proposed to remove them to Jajipur, as being more central, but Government refused its sanction. Pooree was doubtless selected on account of its importance in connection with the pilgrim-tax and the

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temple; in other respects a spot could hardly have been chosen more inconvenient both to the Government and to the public. In August 1814 the Collector was ordered to remove temporarily to Cuttack with such part of his establishment as was necessary to enable him to conduct sales and make up the revenue accounts for the year. He returned in December. This arrangement led a large number of *zamindars* to present a petition praying that the Collectorate might be removed entirely to Cuttack, which had been the seat of the Government both under the Mughals and the Marathas. The grounds of the petition were as follows:—

(1) The unhealthiness of the climate of Pooree and the consequent difficulty the petitioners experienced in getting any one to reside there as agent; (2) that to boil rice and transact any worldly business in the holy city were forbidden by the *Shastras* under pain of eternal punishment, and that petitioners, when they went to Pooree, were consequently obliged to live on *mahaprasad* alone; (3) that the price of provisions was nearly double what it was in Cuttack, a man who could live on two annas a day in the latter place being obliged to spend about four annas in the former; (4) that there were no large resident *mahajans*, and that the petitioners were consequently put to much extra inconvenience when they wanted to borrow money to meet the Government demands; (5) that the separation of the chief civil and revenue courts of the provinces entailed much difficulty in procuring copies of documents, &c., required in suits in either courts; (6) that many of the largest *zamindars* were Mahamadans, to whom a residence in Pooree was forbidden, and who were unable to perform their own religious ceremonies in the neighbourhood. In forwarding the petition with a recommendation that it should be granted, the Acting Collector, Mr. J. P. Warde, stated that his treasury, containing five or six lakhs of rupees, had always been at Cuttack, and he had consequently been unable to exercise a proper supervision over it while his head-quarters were at Pooree. They were accordingly permanently removed to Cuttack in 1816, though Mr. Trower, when he returned from leave, pooh-pooed the complaints of the *zamindars* as unreasonable. In 1817 the Subanrekha was made the boundary between Orissa and Midnapore.

Adjustment of boundary between Orissa and Midnapore.

In 1818 the office of Commissioner was establised under Regulation I of 1818, with powers of a Revenue Board, Board of Trade, Provincial Court of Appeal, Court of Circuit, and Committee of Embankments. The first

Establishment of the office of Commissioner.

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incumbent of the new office was Mr. Robert Ker, who has already been mentioned as Collector of the northern division in 1805 and as the first Judge of Cuttack.

By Regulation I of 1829 Cuttack was made the 19th Commissionership of Revenue and Circuit, and comprised Cuttack, Khurdha, Balasore, Midnapore, and Nuagaon, including Hidgellee. The powers of the Commissioner were those of the Board of Revenue and Court of Wards (subject to the control of the Sudder Board of Revenue,) and of a Court of Circuit.

Various changes in jurisdiction between 1815 and 1828.

It will readily be imagined that the charge of the whole province was soon found to be more, both in the Revenue and Judicial Departments, than one officer could manage. Various distributions of jurisdiction were made during the first twenty-five years of our administration with a view of remedying this evil. It will be sufficient briefly to indicate these without going into details. From 1815 to 1817 there was a Joint-Magistrate at Balasore in charge of the thannahs of Balasore, Basta, and Soro; from 1817 to 1820 the same charge was vested in an Assistant Magistrate acting under the orders of the Magistrate; from the latter year until 1828, when Balasore became a separate district, the former arrangement appears again to have been in force.* At Pooree there was a Joint-Magistrate from 1813 to 1819 in charge of the thannahs of Pipli, Gop, Hariharpur, and Tiran. In the latter year the office was abolished and the above thannahs made over to Mr. W. Wilkinson, who was appointed Joint-Magistrate of Khurdha with powers of a Collector, Regulation IV of 1821 having provided that the power of a Magistrate and Collector might be vested in one and the same person. Early in 1822, by Government orders dated 14th February, the office of Joint-Magistrate at Khurdha was abolished, and Mr. Wilkinson became Collector of Cuttack, including Khurdha, while Mr. Ricketts was placed in charge of Balasore and Bhadrak with powers of a Collector. The Baitarni was made the boundary between the above two jurisdictions. It must be remembered that from 1803 up to this time the office of Magistrate was held by the Judge. Finally, by Government orders dated 23rd October 1828, the province was divided into three districts, which exist with few alterations at the present time, viz. (1) the Northern or Balasore division, (2) the Southern or Pooree division, and (3) the Central or Cuttack division. To these districts were appointed respectively as the first Magistrates and Collectors—(1) Messrs. H. Ricketts, (2) W. Wilkinson, and (3) R. Hunter. The Salt and Customs

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Departments were also transferred to them from the Salt Agents, under whose supervision they had formerly been. An alphabetical list of the various officers who served in Orissa from 1803 to 1828, with the appointments held by each of them, is given in Appendix II, p. 97.

Land revenue—Preliminary remarks.

We now turn to the important subject of the assessment and collection of the land revenue. The information obtainable on these points from the English records is somewhat fragmentary. The bulk of the papers were of course in Persian and Uriya, and they have not unfortunately been preserved. It is still possible,* however, to gain from the English reports and letters of the early revenue officers a considerable insight into the various measures which they carried out. Viewed by the light of more recent experience, they may seem crude, harsh, and impolitic. In many cases they undoubtedly were so; but due allowance must be made for the difficulties which at every step beset the early Collectors and left them mere puppets in the hands of their *amla*. They did the best they could with the means and information at their disposal, but they were expected to do impossibilities, and failed accordingly. In treating of the land revenue, I have for greater facility of comparison converted the sicca into the Company's rupee.† It must be borne in mind, for all purposes of comparison, that the purchasing power of money during the period under review was very much greater than it is at the present day.

Mr. Sterling's estimate of the revenue under the Mughals and Marathas.

Mr. Sterling, who had access to many old and valuable vernacular records, estimates the revenue of the province as it existed when we acquired it at Rs. 15,89,732 under the Mughals, and at Rs. 14,40,000 under the Marathas. The actual collections were, he says, certainly much less. It has already been mentioned at page 31 that the revenue demand for the first year of our occupation of Orissa was based on the actual collections of the previous year. This would give a realizable *jama* for 1803-04 of certainly not more than Rs. 12,00,000.

First settlement of the land revenue, A.D. 1804-05—Regulation XII of 1805.

In September 1804 the Commissioners issued instructions for making the first regular settlement of the province, and these were subsequently embodied in Regulation XII of 1805. It was to be for one year only, 1804-05 (*Amli* 1212), and was to be followed by a triennial settlement.

* *Pace* Dr. Hunter, who says in Appendix IV, page 144 of his recent work on Orissa, that 1829-30 is "the first year of which regular records survive." The English records in the Cuttack Collector's office are almost complete for the period between 1803 and 1828.

† Throughout these pages the word rupee is to be understood as meaning Company's rupee unless it be otherwise distinctly stated.

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Even thus early a hope was held out to proprietors that at the end of the eleventh year from the expiry of the above one-year settlement, permanent engagements might be entered into for such lands as should be in a state of sufficiently advanced cultivation to warrant the measure.

Outline of the principles of the first settlement.

As the principles and procedure of this settlement were followed in all the subsequent short-term settlements made before the passing of Regulation VII of 1822, it will be as well to give once for all an outline of them. One of the most important objects in view was to bring under cultivation deserted villages. As the Marathas and their predecessors had based their demands on the amount of land actually under cultivation, without reference to the amount of culturable land in each village, but little encouragement had hitherto been held out to cultivators and proprietors to increase the cultivated area. The Uriya ryot, whose poverty was his only protection against robbery, extortion, and oppression, cared only to grow sufficient rice to support himself and his family for the year. Under the Marathas the cultivated area was largely decreased, as is shown by the difference of the revenue derived by them and by the Mughals from the province.

Competition for ryots—Excess of land.

Liberal terms were to be offered to those who would bring waste lands under cultivation, but one important condition was to be attached, which I give in the Commissioners' own words:—"You will bind the engaging parties, however, in the most positive manner, and under a severe penalty, not to bring or entice ryots from lands already cultivated, but to collect their ryots from without the Company's territories."* This affords us considerable insight into the wretched state of the province under Maratha oppression and misrule. The independent tributary Rajas afforded protection in their hilly and jungly retreats to fugitive ryots from the Mughalbandi, and not only gave them land on more favorable terms, but also held out a reasonable prospect of their being able to enjoy the fruits of it.

Competition for land at the present day.

They do so to the present day, but under conditions almost exactly the reverse. The difficulty is now, not where to find ryots to till the soil, but where to find land for the ryots to cultivate. *Pahi* lands, which formerly paid less rent than *thani* lands, now pay considerably more. As late as 1823 Mr. Pakenham, then Collector, says that though the produce of his

* Commissioners to Collector, Vol. I, Letters Sent, 1803.

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[library stamp]

thani lands was not enough to support the ryot and pay his rent, he managed to keep his head above water by holding *pahi* lands *benami*. To the present day almost every ryot holds *pahi* land in some other village than that in which his home is situated. Competition has enabled *zamindars* to impose on all *pahi* lands almost the highest rack-rents which they will bear; and so little waste land remains, that it is a serious question how in future to provide food for the numerous herds of already half-starved cattle which may now be seen collected on every remaining piece of uncultivated land or jungle in the province. It is only the oppressions of his landlord, or the raising of his rent to the last straws, that break the camel's back,—that makes the home-loving ryot of the plains now seek refuge in the adjacent hill states. The expression is still common, and finds vent at the imposition of every new *tikkas*—"I cannot remain here; I must fly to the Gurjats." To return, however, to the settlement. The Collector was ordered to proceed himself into the interior and personally direct the settlement operations, fixing the amount of the assessment on *each* estate "upon principles of equity and moderation, rather than to raise the collections to the utmost height." This was doubtless excellent advice, but it was impossible even to attempt to carry it out to the letter, considering the vastness of the Collector's jurisdiction, which comprised the whole of Orissa, and the absence of any reliable records whatever on which to base the assessment of *each estate*. A settlement, in the modern sense of the word, was of course impossible. It was equally impossible to comply with the demand of the Commissioners for a complete record of all rent-free lands and tenures.

Difficulty of procuring information.

The services of the mofussil *kanungos* were to be retained for the present "for the purpose of keeping and arranging the accounts of the district, and in aiding you with information in respect to the customs and usage of the country." The lands which the Marathas had granted to the *sadr kanungos* at a low rent in payment of their services to the State were to be settled with them at those rates in the hope of inducing them to furnish such information as they undoubtedly possessed of the resources of the district. The hope proved but a vain one. Neither threat nor entreaty could prevail on them to give the slightest assistance or information, and there is very good ground for believing that the knowledge which they did possess was turned to account in furtherance of their own interest. Equally unsuccessful was the attempt to procure detailed information from the amils of the Maratha Government and from the *zamindars* themselves. The *hastabud* papers of the former

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would have afforded very valuable information. It was too valuable, however, to be parted with. By threatening *zamindars* that they would report that their estates had according to these papers been under-assessed, the *amils* derived a comfortable income from their documents. The *amla* were, as a rule, in collusion with the *zamindars*, and themselves held estates *benami*. The interest of the *mokadams* was also opposed to that of the Government, and the ryots were too ignorant to know anything beyond their own immediate concerns. Thus every man's hand was either actively or passively against the Collector, and the interests of individuals were in direct opposition to those of the Government. Under these circumstances the defects of our early settlements in Orissa can hardly be wondered at, nor can the officers who made them be held responsible for their imperfections.

Rent-free tenures how to be dealt with.

With regard to rent-free tenures, it was laid down that all lands which had been held rent-free during the two previous years, 1210 and 1211 *Amli* (A.D. 1802-03 and 1803-04), should continue to be so held during the currency of the settlement. They were to be settled with the persons in possession on their executing agreements to be responsible for the preservation of the peace, and to abstain from the collection of *sayer* or other duties of any kind. It was no doubt intended that a careful scrutiny should afterwards be made into the validity of all claims to hold land rent-free under the above rule. Unfortunately circumstances prevented this investigation being made until long afterwards. The selection of the years 1802-03 and 1803-04 as those the possession of land rent-free during which gave a *primâ facie* title to continue to hold it on the same terms, was peculiarly unfortunate, and resulted in a large loss of Government revenue. During those two years the Marathas had little leisure to devote to the details of revenue business. Their own superior officers, with no one to supervise them, contented themselves with their own aggrandisement, and did not interfere with their subordinates so long as the interests of the latter did not clash with their own. The consequence was that every one, from the *amil* to the *mokadam*, took advantage of the confusion to appropriate the lands under his charge. The allegation that they had held them rent-free was probably in most cases only too true. Documents, if called for, were easily forged in those days, and the burden of proof that they were invalid was thrown upon the Collector. By the year 1808 more than a lakh of such documents, affecting at least one-eighteenth of the land in the province, had been filed in the Collector's office under Regulation XII

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of 1805.* Nor was this by any means the only way in which the Government was defrauded and hoodwinked.

Loss of revenue from other sources.

A large quantity of land, variously called *kharida, khanakhansamani, mirsamani, dagra mahal, jamdakhaneh, har nawabi,* &c., had been specially set apart by the Marathas for the service of the State, but no inquiry was made when we took the province into the conditions on which these lands were held by the parties then in possession; and it is certain that the State never received its just dues from these lands, but allowed its rights in them gradually to lapse.

Rights and position of *mokadams.*

As regards the rights of *mokadams,* those whose office was hereditary, and who had paid their revenue either before or during the time of the Maratha Government independently of the *zamindar,* were to be allowed to engage for the villages of which they were in possession. If they had paid any *rasam* or fee to the *zamindar,* the payment was to be discontinued to him and made to Government, who would make it over to the former. In all cases in which the parties found in the Maratha accounts as *zamindars, talukdars, majkuri-mokadams,* and *sarbarakars,* refused to enter into engagements for their lands, the first preference was to be given, but to the extent only of the lands included in their tenures, to the *mokadams.* They were not, however, to be allowed to engage for lands not included in their *mokadami.* Here we have distinct legal recognition of the right of a hereditary *mokadam* to engage for the revenue of his tenure and become a *zamindar* in the present sense of the word; to change, that is, his right of collecting the revenue on behalf of the Government for a proprietary right in the soil itself. The practice thus ratified by law was, as has already been stated, a common one during the last few years of the Maratha occupation; and the bulk of the old Uriya proprietors who subsequently had to give way under the severity of our sale laws to Bengali settlers and absentee millionaires, were it is most probable originally *chaudhari* or *kanungo talukdars* or *mokadams.*

Security to be given for payment of revenue.

Every proprietor admitted to settlement was to be called upon to give full security for the payment of the revenue assessed on his estate.

Rights of cultivators.

He was also to bind himself under penalty to give *pottahs* to his ryots and to consolidate with the land rent all *abwabs* or cesses. These provisions

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* The exact number of *sanads* filed between Amli 1211 and 1216 was 128,141; the amount of land claimed as rent-free under them was 813,000 acres.—Vol 27, Letters Received, p. 30.

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were, as may be imagined, a dead letter. The ryots came into contact only with the tahsildars and other native officers of Government, who, being landholders themselves, were not likely either to encourage complaints or to bring them, even if made, before the Collector. Recent events in Balasore have shown to what an extent, and for what a time, the Uriya ryot will submit to illegal exactions rather than risk an open contest with his landlord. In such a contest, even if he be victorious, the ryot has little to gain and much to lose; and unless he is prepared to sacrifice his home, which can be easily made too hot to hold him without any actual infraction of the law, he seldom ventures on the contest.

Sayer and other duties to be consolidated with the land revenue.

The *sayer* duties, and all other collections not connected with the land revenue, were to be made over to Government exclusively.

Rule in cases of disputed right.

In cases of disputed right the party in possession was to be continued in it pending the result of a regular suit, which was to be brought within four years; failing this the party in possession was to be finally confirmed in it at the end of the eleventh year. This clause had, at first, the effect of confirming in their possession those persons who had, as has been related, during the confusion which prevailed about the time of the British conquest, seized upon lands the collections from which had been entrusted to their care. It soon, however, began to favour the aggrandisement of the *amla*. There were few in those days who ventured to bring a civil suit unless they had a greater power of bribing the native officers of the court than their adversary. Many of the old Uriya proprietors found out to their cost that the scales of justice were in the hands, not of the judge, but of his native subordinates.

Results of the first settlement—1804-05.

The first settlement was concluded early in 1805, and the result was a jama of Rs. 13,14,825. This was considerably under the estimated revenue both of the Mughals (Rs. 15,89,732) and the Marathas (Rs. 14,40,000), and it can hardly be called a heavy assessment. More than a third of the province, however, was held *khas* in consequence of the refusal of proprietors to engage, and their lands were consequently committed to the management of *tahsildars*. A regular combination of the proprietors to refuse the terms offered them was perhaps, under the circumstances of the province, impossible; but there seems at least to have been a general and unanimous feeling among them that they had but to hold out to make their own terms with Government. In the *pargana* of Limbai, in Pooree, the *Padhans* offered to engage

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for the Government revenue, and their offer was accepted subject to the condition that such engagement should not confer any proprietary right. It is difficult to imagine why this distinction was made, which certainly appears an invidious one, between them and the *mokadams*. The whole of the *parganas* of Serain, Chaubiskud, and Rahang, were held *khas*.

Engagements with the Rajas of the Tributary States.

During the same year (1805) engagements were entered into by the Commissioners with the Rajas of the Tributary States, and the amount of their tribute was fixed for ever. Certain of them had been accustomed to furnish guards and be responsible for all robberies committed within the Mughalbandi territory bordering on their own, and for this service they had been allowed to levy a tax called *chaupani*. This was now commuted to a money payment by Government. The Raja of Jarmu Daspallah obtained a remission of part of his tribute on condition of his supplying annually a certain quantity of wood for the building of the car at Pooree. By Sections 23 and 24, Regulation XII of 1805, the *jama* of the estates of Darpan, Sokinda, Madhupur, and Malud, was fixed in perpetuity, though they were situated within the Mughalbandi; and by Section 25 the following jungle mahals were to pay only a quit rent in perpetuity, viz. Al, Kujang, Chedra, Harishpur, Mirichpur, and Bishanpur. By Sections 36 and 37 the Tributary States, including Mohar-bhanj, were exempted from the operation of the Bengal regulations.

Dates of kists.

Difficult as it had been to make the settlement, it was almost more difficult to collect the revenue fixed by it. The kists were seven in number, as follows :—

14th September	31st Bhadra		1	anna.
15th October	31st Asin		2	annas.
13th November	29th Kartick	...	2	,,
12th December	29th Aghan	...	4	,,
10th January	29th Pos	...	4	,,
9th February	30th Magh	...	2	,,
10th March ...	29th Phalgun	...	1	anna.

This arrangement of kists appears at the present day equally harassing and inconvenient to the Government and to the proprietors. With a kist falling due in each of seven successive months, punctuality in payment would appear to have been impossible, and the ryots during those months must have endured much.* Yet we find the *zamindars*

* The mofussil kistbundi differed considerably from the above, and the zamindars invariably collected from their ryots in anticipation of the Government kist.—Collector to Commissioner, 23rd May 1817.

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complaining in 1809 of the fewness of the kists in Orissa compared with Bengal, which had twelve; and in accordance with their petition, and on the recommendation of the Collector, they were increased and distributed as follows:—Asin 2 annas, Kartick 1 anna, Aghan 2 annas, Pos 3 annas, Magh 3 annas, Phalgun 2 annas, Chait 1 anna, Bysakh 1 anna, and Jest 1 anna. For estates paying less than sicca Rs. 10, there were however only two kists; for those whose *jama* was from sicca Rs. 10 to sicca Rs. 50, three; and between sicca Rs. 50 and sicca Rs. 100, only four kists. The necessity for so large a number of kists arose probably from the bulk of the ryots' rents being collected in cowries. A copper coinage was not introduced until about the year 1811, and it was forty more years before it completely replaced the old cowries.

Difficulty of collecting the land revenue.

As soon as the Collector began to press for payment of the revenue for 1804-05, he was presented with a long list of *akhirajat*, or expenses of collection, which the proprietors demanded as a set-off from the amount of the Government demand assessed on their estates. The origin of these items does not appear to have been known, but they were always allowed by the Maratha Government, and the list possesses an interest of its own in connection with the question of the levy of illegal cesses by zamindars from their ryots. The following were allowed by the Government:—

1. *Iadin Kazis*, or cowries payable to *kazis* for celebrating the *eed*.
2. Expenses of celebrating the *Durga Puja*.
3. *Khyrat gundi*, or gifts for pious and religious purposes.

The following were disallowed:—

4. Travelling expenses and *khurakhi* of *gomastas* during their stay in Cuttack on revenue business.
5. Coolie hire for bringing cowries from the mofussil to Cuttack in payment of revenue.
6. *Sannia* expenses.
7. Stationery allowances for paper, ink, and palm leaves.
8. Fees to *zamindars' buxis* (serapah).
9. Fees to *potdars* for counting cowries.
10. Travelling expenses of *zamindars*.
11. Expenses of building ferry-boats.
12. Fees for killing wild buffaloes.
13. Fees for *kanungos*.
14. Fees of *chowkidars* for attaching crops.
15. Fees of *khandayats* for watching crops.

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It must be remembered that the zamindars had charge of the police, and performed duties and had responsibilities which are now transferred to officers serving directly under Government. However unreasonable the demand might appear to officers imbued with a sense of the superiority of our own system of revenue management in Bengal, to which it was directly opposed, it is not unnatural that the proprietors should be considerably annoyed by its refusal. They had yet to learn by very painful experience the essential difference between the Maratha revenue system and our own. I find no mention of the amount of collections during 1804-05; nor is there, as far as I could discover, any record of the number of estates sold for arrears of revenue during that year.

Triennial settlement of 1805-06 to 1807-08.

I pass on therefore to the triennial settlement of 1805-06 to 1807-08 (*Amli* 1213 to 1215), which was also made under Regulation XII of 1805. It yielded a yearly *jama* of Rs. 14,35,354, being an increase on that of the previous settlement of Rs. 1,20,529. There can be no doubt that under the circumstances the enhancement was greater than the proprietors could pay. The settlement was made without any reference to the actual increase of cultivation or to the amount of extra land likely to be brought under cultivation, both which considerations had guided the Marathas in their assessments. Ours was based on the amount of land capable of cultivation. Nor was any account taken of the condition of the people, the outturn of the crops, or any other of the many considerations, direct and indirect, which it is necessary to observe in adjusting the land revenue, so as to leave the proprietor a fair profit and keep in mind at the same time the interests of the cultivators and of the Government itself. Moreover, the Maratha Government had always allowed deductions, on settlement of the accounts, for lands which, though included in their estimate, had not been actually brought under cultivation. This lead naturally enough to much laxity and evasion, which was inconsistent with a Bengal Collector's ideas of revenue management, and it was determined to reject once for all claims to remission based on these grounds. Remissions had also been invariably given by our predecessors for losses by drought and flood. Our assessment, though considerably higher, was intended to include both these contingencies. Instead of taking the Uriya proprietors as they were, our early revenue officers, having already made them into Bengal *zamindars*, determined to try and make them what they thought they ought to be in the matter of the punctual payment of their revenue. This policy made our demands

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seem harsh and unjust in their eyes, and rendered them unwilling as well as unable to fulfil their engagements. They could not reconcile with our otherwise just and lenient rule our unbending determination to realize to the uttermost cowrie the revenue for which they had engaged, and our stern refusal to listen to pleas of remission and sets-off, which under the Marathas they had been accustomed to make with uniform success.

The sale laws put in force against proprietors.

This hostility of the proprietors brought collections to a deadlock and matters to a crisis. In 1806 many estates fell into arrear for heavy balances. The Collector applied to the Revenue Board for authority to bring them to sale under the Bengal Regulations. To this proposition in its entirety the Board wisely demurred. They adopted the expedient of ordering the estates to be advertized for public sale, in the hope that the proprietors would, in their alarm at the prospect of losing them, pay up the balances due without further delay. To give force to the threat, seventeen estates, with a *jama* of over Rs. 30,000, were brought to the hammer and sold by way of making a public example. It had, however, little or no effect: next year the balances increased to an enormous extent, and as the threat of sale had proved of no avail, it was determined to try the reality. This was the beginning of that fatal policy by which the old Uriya proprietors were ruined and their places filled by absentee Bengali millionaires and the *amla* of the courts.

Sales in 1807.

In 1807 no fewer than 266 estates with a *jama* of over three lakhs of rupees were sold by public sale for arrears of revenue.* This measure was regarded as harsh and unjust, and it produced a widespread feeling of distrust and alarm. During the currency of the first triennial settlement no fewer than 427 estates were sold, of which the *sadr jama* was nearly five lakhs of rupees. Ninety-four per cent. of the demand was collected, but at what a sacrifice.

The *zamindars* petition the Governor-General.

The *zamindars* consulted together and agreed to petition the Governor-General in Council for redress. They stated that the chief cause of their inability to pay their revenue for the year 1806-07 (*Amli* 1214) was the failure of the crops by drought. That in spite of this—a cause quite beyond their own control—more than two hundred estates had been

* Among these was the Government estate of Noanand, Pargana Sanhat, Balasore. Its *sadr jama* was at the time of sale Rs. 9,456, and the purchase-money Rs. 5,013. In 1818 it was again brought to sale and purchased by Government for Re. 1. The original proprietor was Krishna Prasad Rai Kanungo. Taluka Raghunathnagar, in the same pargana, bearing a *sadr jama* of Rs. 517, realized only Rs. 221 at public auction.

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sold for a sum which did not cover the balance due from them. That in addition to the sale of their estates they had suffered imprisonment in the civil jail. That the drought of 1806-07 (Amli 1214) was followed the next year by heavy floods, which had been equally destructive to the crops. They had thus no stores of grain on which the mahajuns would advance them money to meet the Government demand. That innovations had been introduced into the revenue system which made their position worse under the English than it had been under the Maratha Government. That whereas the latter took as the basis of assessment the actual income they had derived from their lands during the previous year, and moreover allowed, on the adjustment of accounts at the close of the year, deductions on account of various cesses, expenses for repairs of embankments, &c., the latter based their demand on the average receipts of three previous years, and allowed no deductions whatever. They beg that the repairs of the embankments may again be entrusted to them, and the former deductions on this account be made from their *jama*. They assert, certainly with some show of reason, that their inability to pay is rather their misfortune than their fault. They point out that there is one law for Government and another for them. That whereas when their estates fall into arrear they are brought to sale by summary process, yet when the *mokadams* and other tenure-holders under them fell into arrear with their rents, they had no other remedy than a regular suit in the Dewanee Adalut. Even if they won this, the defaulters were only imprisoned, the court never resorting to the sale of their tenures. Finally they complained that there were only seven kists in Orissa, while in Bengal there were twelve. Unfortunately but little notice was taken of this petition. It was looked upon by the local officers as a pretext for the evasion of the Government demand, and it met with but little favour in the eyes of the higher authorities. Had a commission been at this time appointed to inquire fully into the circumstances of the province, it is more than probable that much subsequent hardship to the old proprietors and loss of revenue to the Government might have been avoided.

Orders to prepare for a permanent settlement.

It is hardly credible that in such a state of affairs orders should have been received to prepare for making a permanent settlement; but it is no less true. Fortunately Mr. Trower, the then Collector, was fully alive to the reckless and premature nature of the scheme, and he pointed out in the strongest terms the impossiblity of carrying it out. He says firstly that there was no reliable information procurable on which to base

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a settlement. An attempt had been made during the triennial settlement of 1805-06 to 1807-08 (*Amli* 1213 to 1215) to collect some statistics, but that threats and fines had failed equally to induce the *zamindars* to furnish any papers or any information regarding their estates. Secondly he points out that the number of proprietors who had entered into engagements for the payment of revenue was about three thousand, and that before a permanent settlement could be made with these it was necessary to institute a strict inquiry into the nature and validity of their tenures. Thirdly he states that more than a lakh of *sanads* to hold land rent-free had been filed in his office under Section 29, Regulation XII of 1805, and that each of these demanded a careful and searching inquiry before it could be either confirmed or resumed. Such an inquiry was rendered doubly imperative by the well-known fact that many persons had taken advantage of the confusion which ensued about the time of the expulsion of the Marathas by the English to forge deeds and file them afterwards as genuine. Happily this remonstrance prevailed. Regulation X of 1807, [which provided that on the lapse of the triennial settlement of 1805-06 to 1807-08 (*Amli* 1213 to 1215,) a four-year settlement should be made, at the expiry of which Orissa was to be permanently settled,] was rescinded by Section 2, Regulation VI of 1808, which enacted that a settlement should be made for one year, 1808-09 (*Amli* 1216), to be followed by another triennial settlement from 1809-10 to 1811-12 (*Amli* 1217 to 1219). Section 4 of the above Regulation says "the assessment which may be fixed on the lands in the year 1219 shall remain fixed for ever in case the arrangement shall receive the sanction of the Hon'ble Court of Directors."*

One year settlement of 1808-09—Its results.

For superintending the settlements provided for by Regulation VI of 1808, Mr. C. Buller was, under Section 4 of that Regulation, appointed Special Commissioner, and his duties in Orissa were not completed until February 1810. His office was abolished by Regulation IV of that year, and the duties, powers, and authority vested in him, were retransferred to the Board of Revenue. The one-year settlement for the

* Section 5, Regulation X of 1807 runs thus—"The Governor-General in Council, however, hereby notifies to the *zamindars* and other actual proprietors of land in the ceded and conquered provinces that the *jama* which may be assessed on their estates in the last year of the settlement immediately ensuing the present settlement shall remain fixed for ever in case the *zamindars* shall now be willing to engage for the payment of the public revenue on those terms in perpetuity, and the arrangement shall receive the sanction of the Hon'ble Court of Directors." And Section 6 says—"The principle of the foregoing rule shall also be in force in the zillah of Cuttack, and shall be accordingly carried into effect in that zillah under the orders and superintendence of the Board of Revenue." These sections were rescinded by Section 2, Regulation X of 1812, Section 3 of which, however, distinctly renews the promise of a permanent settlement at the lapsing of the year 1822 made in Clause 6, Section 4, Regulation XII of 1805. This promise was repeated in Clause 3, Section 2, Regulation I of 1813, and again in Section 6, Regulation III of 1815.

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year 1808-09 (*Amli* 1216) yielded a *jama* of Rs. 14,38,912, being an increase of only Rs. 3,558 on that of the previous settlement. There is a consequent improvement in the collections, which amount to 95 per cent. of the *jama* against 94 per cent. of that of the previous settlement. Only ninety-one estates, bearing a *jama* of Rs. 21,410, were brought to sale, against an average number of 142 with an average *jama* of Rs. 1,66,213 sold yearly during the currency of the triennial settlement of 1805-06 to 1807-08 (*Amli* 1213 to 1215).

Triennial settlement of 1809-10 to 1811-12.

The triennial settlement of 1809-10 to 1811-12 (*Amli* 1217 to 1219) gave an average annual increase of revenue to the extent of Rs. 64,042, but the collections fell off to 84 per cent., and 271 estates bearing a *jama* of Rs. 2,04,842 were sold during the three years.

Disappointment of the proprietors at the nonfulfilment of the promise of permanent settlement.

This falling off appears to have been greatly due to the disappointment experienced at the non-fulfilment of the promise of a permanent settlement held out originally by Regulation XII of 1805, and repeated provisionally in Regulation VI of 1808. The shortness of the periods for which settlements were made had a most demoralizing effect, as much land which would otherwise have been brought under cultivation was purposely kept waste in the hope of securing favourable terms when the permanent settlement was made. It was notified by Regulation X of 1812 that the Court of Directors had refused to sanction the proposal contained in Regulation VI of 1808, that the settlement should be made permanent from the year 1812-13 (*Amli* 1220), and that on the expiry of the second triennial settlement of 1809-10 to 1811-12 (*Amli* 1217 to 1219) another settlement should be made for three years.

Regulation I of 1813, however, repealed this, and enacted that there should be a one-year settlement for 1812-13 (*Amli* 1220), followed by a triennial settlement, after the expiry of which it was promised that inquiries should be instituted by the Revenue Board with a view of ascertaining what estates should be in such a state of cultivation as to warrant the fulfilment of the promise of permanent settlement held out in Regulation X of 1812 (Sections 4 and 5).

One-year settlement of 1812-13.

There being no time to make any fresh inquiries, the *jama* of the settlement of 1812-13 (*Amli* 1220) was based chiefly on that of the previous year. A reference to Appendix I, page 96, will show that the

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collections fell off to 70 per cent., and that 50 estates were brought to sale, the *jama* of which was Rs. 40,666.

Difficulties experienced by the Collector in making a settlement and by *zamindars* in paying their revenue.

Writing in November 1812 to ask for tents to enable him to proceed to the interior and make settlement inquiries in person, the Collector points out the difficulties with which he has to contend. The *zamindars,* he said, totally ignored his orders to attend at his cutchery with their putwaris. Petitions poured in from all sides alleging that the *jama* assessed on their estates was greater than they could pay, and begging that their agreements might be cancelled and *amins* deputed to manage them. Even when they voluntarily entered into agreements, they would not come forward to sign them, and to secure their attendance a daily fine had to be imposed. They were already hopelessly involved in debt, and could not pay their revenue without increasing their obligations to the *mahajuns.* When the crops failed and the money market was unusually tight, the end came and the estate was sold. For every Rs. 80 received in cash from a *mahajun,* the *zamindar* had to give a bond for Rs. 100, with exorbitant interest. It was a prevalent practice for the *mahajun* to advance the amount of the Government *jama* to a needy proprietor, on condition that the latter made over his estate by a regular registered deed of sale and had the lender's name entered in the Collectorate *touji.* The bororwer received from his creditor a private agreement by which it was provided that the estate would be restored if the debt was paid; failing this, it was to become the *boná fide* property of the lender.

Consequences of the recusancy of proprietors.

Under these circumstances it is not to be wondered at that many proprietors refused to engage for their estates and preferred to see them held *khas* or let out to farm. In the former case the management was by *tahsildars,* over whom it was impossible to exercise any real supervision; in the latter the sole object of the farmer was to squeeze as much as possible out of the ryot during the currency of his lease. The proceeds, instead of being applied to the payment of the Government reveuue, were secured by *benami* investments. When the Collector had to enforce payment, the farmer preferred to go for a time to the civil jail, leaving his sureties to satisfy him as best they could. In the generality of cases these sureties were themselves needy adventurers or relatives, who cheerfully joined the farmer in his retirement. The condition of the unfortunate ryots under this state of affairs can be better imagined than described.

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The next settlement was biennial, namely for the years 1813-14 and 1814-15 (*Amli* 1221 and 1222). To superintend it Mr. Richardson, a Member of the Revenue Board, was deputed under the general authority of Regulation XIII of 1811, and he fixed the *jama* at Rs. 15,75,252, an increase of only Rs. 23,359 on that of the previous settlement. A slight improvement took place in the collections, which were 72 per cent. of the *jama* against 70 per cent. in 1812-13 (*Amli* 1220); but 108 estates, bearing a *jama* of Rs. 60,172, had to be sacrificed to effect this improvement, and the state of the country appears to have been growing yearly worse.

Biennial settlement of 1813-14 and 1814-15.

Mr. Richardson first urged upon the Government the necessity of enforcing the provisions of Section 62, Regulation III of 1793, regarding the appointment of *putwaris,* which had hitherto been a dead letter in Orissa, though it had been extended to the province by Regulation XII of 1805, Section 36. It was promised that the subject should be taken up as soon as possible in conjunction with that of the proposed re-establishment of the office of *kanungo.*

Putwaris.

He also urged the necessity of commencing without further delay the necessary inquiries into the validity of the *lakhiraj* tenures, the *sanads* of which had, as mentioned in page 38, been filed in the Collector's office under Regulation XII of 1805. To use Mr. Richardson's own words, these measures were necessary in consequence of "the total absence of any records to be depended on, and of all other sources of authentic information." It had become quite evident that some local agency for the collection of information in the mofussil was a need which could no longer be dispensed with. Regulations V of 1816 and XII of 1817 provided accordingly for the appointment of *kanungos* and *patwaris* respectively, but both Regulations remained a dead letter as late as the year 1822, the Collector being too much occupied with other business, and the *zamindars* taking no notice of the orders issued to them to give in a list of the *karjis, patwaris* (called in Orissa "*bhois*"), or other village officers, required by the Collector to open a register under Section 6, Regulation XII of 1817. It may be stated here, in order to dispose of the subject, that the object of the two regulations just referred to was not fully carried out during the period under review.*

Necessity of resumption proceedings and inquiries.

* For the correspondence on this subject, see Vol. 17, Letters Sent, 1822.

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The biennial settlement of 1813-14 and 1814-15 (*Amli* 1221 and 1222), made by Mr. Richardson, was by Regulation III of 1815 extended to the year 1815-16 (*Amli* 1223). Section 6 runs thus:—"Nothing contained in this Regulation shall be construed to deprive the zamindars of the benefit of the pledge conveyed in Section 4, Regulation XII of 1812, purporting that at the expiration of the *Amli* year 1222 a perpetual settlement will be conceded for such estates as may be in a sufficiently advanced state of cultivation to warrant the adoption of that measure without an undue sacrifice of the public resources, and it will consequently be the duty of the Board of Revenue to report, as soon as circumstances may admit, what estates may be in a state of cultivation to warrant the conclusion of a permanent settlement, either with or without an increase on the assessment of 1222 *Amli*, as the condition and produce of the several estates may suggest." After the expiry of the settlement of 1815-16 there was to be another triennial settlement, and, to quote the preamble,—"At the expiration of that period the Governor-General trusts it will be no longer necessary to defer giving to the *zamindars* the full benefit of the pledge repeatedly conveyed to them." It may be remarked here that this pledge was a purely conditional one. The authorities in India had no power to make it otherwise than subject to the approval of the Court of Directors. A further condition was distinctly attached to the pledge, viz. that the estates to which it might be extended should be in a sufficiently advanced state of cultivation to warrant the measure. It is easy enough to understand how, in the general ignorance and confusion which prevailed in the province during our early administration of it, the proprietors overlooked, misunderstood, or were entirely unacquainted with, the conditions attached to the promise of the Government and the reasons for its not being fulfilled. It is not surprising therefore that we should have been at various times charged with a distinct breach of faith in this matter. We should even at the present day hesitate to assert that the province is in such a condition as to warrant the fulfilment of the promise conditionally made by former Governments. The Court of Directors took this view of the matter. In a despatch dated 16th June 1815, they say—"There cannot in our opinion be a more indefensible proceeding than finally to decide on the rights of individuals and the interests of Government in a state of declared ignorance respecting both." Still it was bad policy to make, and constantly repeat, promises the fulfilment of which depended on the sanction of the authorities at home.

One-year settlement of 1815-16—Renewal of promise of permanent settlement.

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Results of the settlement of 1815-16.

The *jama* of the settlement for 1815-16 (*Amli* 1223) was Rs. 16,16,561; the increase of the revenue, Rs. 41,309. The collection within the year was only 65 per cent. of the *jama,* and 94 estates were sold for arrears, of which the *sadr jama* was Rs. 67,027. These figures show a great falling off compared with those of the settlement which preceded it.

Triennial settlement of 1816-17 to 1818-19.

The triennial settlement which followed, and which was made under Regulation VI of 1816, gave still worse results. The *jama* was Rs. 16,37,924, an increase of only Rs. 21,463; still only 27 per cent. of it was collected, and 88 estates bearing a *jama* of Rs. 73,228 were brought to sale for arrears.

Change of policy regarding the permanent settlement.

The hopes previously held out of a permanent settlement were considerably modified. The tone of the preamble to Regulation VI of 1816 is very different from that of previous Regulations. It says—"The information hitherto acquired by Government and the revenue authorities respecting the limits and produce of the several estates comprised within the said districts and places is too imperfect, either with reference to the rights and interests of Government or of the proprietors themselves, to afford ground for the proper adjustment of an assessment which is to remain fixed in perpetuity." And Regulations XIII of 1818 and VII of 1822, under which the next settlements were made, make no allusion whatever to a permanent settlement. There seems to have been much disappointment among the proprietors at this change of policy; and to avoid the constant annoyance of repeated short-term settlements, many of them refused to engage for their estates during the years 1815-16 (*Amli* 1223) and 1816-17 (*Amli* 1224). No less than 202 *mahals* bearing a *jama* of Rs. 3,42,328 were relinquished during the above period, and had to be held *khas.** The proprietors doubtless thought to turn the Government aside from its avowed policy by this demonstration, but in this they were disappointed. They were wise enough, however, not to oppose their own interests further, and of the above number only 80 *mahals,* with a *jama* of Rs. 32,920, remained unengaged for by April 1817.

Crisis of 1817.

In this year, however, matters came to a crisis. Khurdha broke out into open rebellion, which extended more or less to the greater part of the

* This necessitated a considerable increase in the *khas mahal* establishment, and some very useful reforms were in 1816 introduced into the working of it. One of these was that all notices of demand should issue from the Collector's *khas mahal* office and be signed by him, thus preventing the *tahsildars* and others from making arbitrary demands on the *sarbarakars* and ryots.

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province; and it doubtless appeared to many of the proprietors that our reign was at an end, and that we were about to be driven out of the country. During every year since 1804 uncollected balances of four previous years had on an average been brought forward on the *tauji*. Towards the end of 1817-18 the total arrears of revenue amounted to no less than Rs. 12,22,748; that is, to very nearly three-fourths of the *jama* of the whole province. It was therefore notified that the balances of previous years, three *pan* of the revenue for 1816-17, and the interest on all arrears, would be remitted to those who would pay up in full for 1817-18 (*Amli* 1225). This concession had a salutary effect, and the balance was reduced by April 1819 to Rs. 9,49,544. Of this, however, upwards of 8½ lakhs were with the consent of the Governor-General in Council written off as irrecoverable. With the appointment in 1818 of Mr. Robert Ker as the first Commissioner began a new and brighter era of revenue management in Orissa; and in future years our revenue officers profited by, and avoided the errors of the past.

First survey operations.

It was in 1818 too that the revenue survey was commenced in Cuttack, under Ensign Buxton, which proved the basis of future settlements and put an end to the system of guess-work, which had hitherto been the only means of getting at the revenue of the province. In 1820 the survey was extended, under Mr. Scott, to Pooree. It may be well to pause here and give a *résumé* of the first fifteen years of the revenue administration of the province.*

Résumé of the first fifteen years of our revenue administration.

The revenue was enhanced during this period by about 3¼ lakhs of rupees, being raised from Rs. 13,14,825 in 1804-05 to Rs. 16,37,924 in 1818-19. In 1847 it was Rs. 16,89,630, and in 1870-71 Rs. 17,36,725. Judged by the light of subsequent experience and more accurate information, it would clearly appear therefore that under the first eight settlements the province was considerably over-assessed. Mr. Collector Trower denies this in a letter to the Revenue Board dated 23rd May 1817, and says that lands representing a *jama* of Rs. 40,000 were held by persons who had no claim to them. "I am ready to prove to the satisfaction of the Board that no single estate is over-assessed, but on the contrary that if the ryots are fairly treated, every one of them will yield a handsome profit to the holder." But, *per contra*, the country had decayed ever since the Maratha conquest. Under the Mughals it was happy and prosperous. Our first

* For a despatch from the Court of Directors on this subject, see Vol. 22, Letters Received, February 1818.

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assessment exceeded even the collections of the Marathas by a lakh, to say nothing of other taxation and *salami*, &c., to *amla* at each new settlement. The nominal *jama* of the Marathas was, it is true, Rs. 14,40,000 (see page 35), a sum which was not exceeded until 1809-10, but their average net collections for twelve years (from 1198 *Amli* to 1209 *Amli*) were under Rs. 12,00,000* after deducting alienations and various expenses of collection and other sets-off, while we attempted to collect the amount of the *jama* to the uttermost cowrie. The amount of the average yearly demand for each settlement collected during the currency of the settlement fell from 94 per cent. to 27 per cent. between the years 1805-06 and 1818-19, and during the same period it was thought necessary to bring to sale no less than 1,129 estates bearing a *jama* of Rs. 9,65,984. Many of these estates were sold more than once in the same year. One was sold seven times in four years, one six times in the same period, another three times in three years, a fourth four times in five years.

Extinction of the old Uriya proprietors.

This measure ruined most (Mr. Ewer says two-thirds at least) of the old Uriya proprietors, and transferred their lands to rich absentee Bengalis and to the *amla* of the courts. Estates with a *sadr jama* of over Rs. 5,000 were sold at the office of the Revenue Board in Calcutta.† It was seldom that an Uriya proprietor had any agent or other person who could attend at these sales and look after his interests; the *amla*, on the other hand, had agents on the spot, and rich Bengalis could afford to risk a speculation of the kind. Estates were frequently sold for a mere fraction of their real value, and were almost invariably purchased by foreigners. These seldom or never visited their purchase, but entrusted the management of it to agents of their own kith and kin, who were aliens to the Uriyas both in race and language. Far removed from the control of their principals, these lived in a style quite sufficient of itself to swallow up the legitimate profits of the lands entrusted to their care. The old Uriya landholders whom they succeeded were equally prodigal and reckless, but at least some part of the money they squandered benefited their poorer dependents, and a great part of it was spent on religious ceremonies. Lax in paying their revenue, they were equally lax in collecting their rents; and they always respected the rights of the subordinate tenure-holders. Mr. Ewer says, in his report dated 13th May 1818 (paragraphs 33-59), that he had met with no single instance of a complaint

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* The actual figure is Rs. 11,76,037.—Collector to Revenue Board, 23rd May 1817.

† To prevent the collusion of the amla, the Board ordered in 1813 that sealed tenders should be received for the purchase of such estates.

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against his landlord from a ryot on the estate of an original Uriya proprietor, but that such complaints in estates held in farm by, or let out to, foreigners were many and distressing. They rack-rented the ryots and *sarbarakars*, dispossessed those *mokadams* who would not consent to an increase of their *jama*, and to those who did so consent, gave agreements, in which they were only styled *ijaradars;* so that when they became obstructive, they might with the help of their coadjutors, the *amla*, oust, them from their tenures and deprive them of their rights by a civil suit.* They openly sold the situations of *patwari*, *gomasta*, &c., to persons of their own race, who, having no fellow feeling for the people over whom they were placed, subordinated all considerations of justice and humanity to their own aggrandisement. If any Uriya proprietor held an estate adjoining theirs, they encroached on it to such an extent that they drove him in very despair to dispose of it.† He was no match for his Bengali neighbour in the courts, as the latter commanded the good services of the all-powerful *amla*. So he wisely judged that the first loss would be the least, sold his land to the best advantage he could, and retired into poverty and obscurity for the rest of his days. From a letter from the Collector to the Revenue Board dated 7th October 1814, it would appear that landed property had become about that time so depreciated in value as not to be worth more than 2½ years' purchase. Transfer by private sale, almost unknown in former times, became quite common.‡ (See a letter from Mr. Trower to Government, dated September 1817.) Out of 2,340 estates borne on the revenue roll in 1818, Mr. Trower says that "only 1,449 have never changed hands, but have uniformly remained in possession of the original proprietors." Between 1st December 1806 and 4th January 1817, 350 estates, with a jama of Rs. 4,72,344, passed by public auction into the hands of Bengalis and other foreigners for a sum of only Rs. 6,07,063, and of 232 estates§ which were in the possession of natives of Bengal in May 1817, no fewer than 155|| belonged to *amla* in the service of Government. (Collector to Revenue Board, May 17th 1873.) There is even a case on record in which 41 lots, of which the *sadr jama* was sicca Rs. 1,21,695, sold for only sicca Rs. 46,205 (see the above letter). The large number of sales for arrears of revenue has been adduced as a proof of the over-assessment of the land revenue, but it is necessary to qualify this statement in some degree.

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* Collector to Commissioner, Vol. 17, Letters Sent, November 1823.
† Collector to Revenue Board, September 1817.
‡ See Appendix, page 90.
§ Sadr jama Rs. 4,24,266.
|| Sadr jama Rs. 1,47,625.

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Difficulty of realizing the tribute of the hill states.

It cannot be said that the tribute of the hill states had been fixed too high, and yet it was quite as difficult to collect it as it was to collect the revenues of the Mughalbandi. Threats of attachment and sale were constantly made, though these measures were only once actually resorted to. This was in 1818, when Daspalah, Keonjhar, Nayagarh, Narsinghpur, Tigria, and Hindol, were put up to sale and bought in by Government in order to frighten the Rajas. The measure had the desired effect. The *dewans* rushed to the Commissioner "and entreated in terms of most abject supplication to be allowed to pay up their arrears and retain possession of their property and privileges." The sales were cancelled on payment of the balances due.

Mr. Ker's opinion on the sale laws, &c.

Mr. Ker says that although in his opinion the Bengal Regulations extended to Orissa were not suited to its circumstances, their defects had been enhanced by the injudicious manner in which they had been carried out. Public sale, instead of being the last resort, had in Orissa been the first and only one. The practice of issuing written demands for arrears of revenue fell into disuse at a very early period, if indeed it was ever introduced. The proprietors declared that under the Marathas it had never been the custom for them to pay any revenue until a formal written demand had been served on them. The power of attachment of states for the purpose of intimidating defaulters or preventing embezzlement and waste, appears also to have been a dead letter in Orissa. Mr. Trower, when he was Collector, stated that "no revenue was ever paid in Cuttack until the day of sale." "The natives of Orissa will not pay their revenue so long as there is the most distant chance of their being allowed further delay, and though they have the money actually on their persons." The strong powers which the Bengal Code gave against defaulting farmers and their sureties were either unknown or utterly neglected, and the levy of interest as a penalty was so irregular as to become a farce.* We have briefly pointed out the chief defects of our early revenue system, which led to so much suffering and dissatisfaction among the people, and we now propose, before returning to the subject of the next settlement, to mention two other causes which co-operated with the above, intensified the result, and led more or less to the Khurdha rebellion of 1817.

* Mr. Ker's recommendations on these points were embodied in Regulation X of 1812, which provides for the issue of *dastaks*, the imprisonment of defaulters in the civil jail, the attachment of estates, the sale of movable and personal property for arrears of revenue, and prescribes the sale of the estate as the last, instead of the first, resort.

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GOVT OF INDIA

First and foremost was the depreciation in the value of cowries, which up to, and indeed long after, the introduction of the copper coinage about 1811, was the standard currency of the province. The Government rate of exchange, instead of fluctuating with the mofussil rate, was fixed at a uniform rate of 4 *kahans* 2 *gandas* to the rupee, while the former varied at different times from 6 to 8 *kahans*. Thus a *zamindar* whose estate bore a *sadr jama* of Rs. 39,724 at 4 *kahans* to the rupee, incurred a loss when the bazar rate was at 6 *kahans* of Rs. 19,862. It was not likely that he would consent to bear the loss alone, so the hardship fell also on the heads of the ryots. The rate of exchange fixed by Regulation XII of 1805 (Section 13 of which restricted the payment of revenue in cowries to a fixed period) was 4 *kahans* 2 *gandas*. The market rate at various periods was as follows :—

Depreciation in the value of cowries.

			K.	P.	G.
Per Sicca Re.	1805-06	(*Amli* 1213)	3	14	10*
„ „	1806-07	(„ 1214)	3	14	10
„ „	1807-08	(„ 1215)	4	0	18
„ „	1808-09	(„ 1216)	4	6	0
„ „	1809-10	(„ 1217)	5	0	0
„ „	1810-11	(„ 1218)	5	12	0
„ „	1811-12	(„ 1219)	6	8	0

It will be seen that the depreciation in the value of cowries followed rapidly on the declaration that they would no longer (after the expiry of the day of grace) be received in payment of revenue at the Government treasury. Notwithstanding the fact that this was the currency chiefly employed among the poorer classes, the Collector stated his opinion that the supply was more limited than was generally supposed, and did not certainly exceed a lakh of rupees in the whole district. The shroffs took advantage of this state of affairs by forcing cowries on needy *zamindars* at exorbitant rates of exchange, and the the *zamindars* on their part took a similar advantage of their ryots. As a remedy, the Collector advocated the introduction of a copper currency, and this recommendation was in 1811 carried out; but it was long before it had the desired effect. The cowrie was the mofussil medium of circulation till long after, and all *zamindari* accounts were computed in the first instance in cowries, and leases given accordingly. It took about forty years to change the currency to copper.†

* Collector to Accountant-General, December 1812.
† On this subject see Mr. Ewer's report, paragraphs 93 to 124.

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Another ground of complaint was the enhanced price of salt, and the great difficulty of procuring it even in small quantities. On this subject more will be said in page 69. Both these causes, independently of local grievances, which were the more immediate cause of the Khurdha rebellion, contributed to swell the general discontent of which it was the product. The delay in instituting inquiries into the validity of the *lakhiraj* tenures of the province was in itself a grave error, which cannot be too strongly condemned.

Rise in the price of salt.

It is with unfeigned regret that we contemplate the policy of the first fifteen years of our revenue administration of Orissa, and we doubt if the people had not good reason to think themselves better off under the Marathas than they were under their conquerors. Mr. Sterling thinks they were not, but he qualifies his opinion by the words "on the whole."

General condition of the people between 1803 and 1818.

The following extracts from the reports of local officers bear on the subject of the condition of the people, and are of much interest. Mr. Ker says*—"The Uriyas are the most rude and ignorant of all the races in India subject to British dominion. The landholders are needy and indigent, especially the smaller proprietors, who constitute at least half of the whole number. Their improvidence of disposition is commensurate with their inferiority in the scale of civilisation and refinement, and with this is combined a propensity to wanton extravagance which would appear inveterate. Ten years of ruin and suffering date from the beginning of the heavy sales of lands, and have not effected any improvement.

"The evil can only be met by assimilating our system of collection more closely to that so effectually followed by our predecessors, and which, strange as it may appear, is looked back upon with comparative fondness and regret by the native peasantry and landholders of Cuttack." Of the ryots it is said—"Their present profits little exceed what is required for a bare subsistence. Their condition is oppressed and miserable." And again—"In this district the ryots are so excessively poor, that most of them are bought and sold with the estates on which they live. They are, in fact, most of them slaves." "Their food consists of a little rice mixed with common herbs procured from the jungle and a little salt, and this only once a day." The rules prescribed by Regulation VIII of 1793 for their protection were entirely neglected, and they were utterly ignorant of their rights.

* *Vide* his report in Vol. 24, Letters Received, October 1818.

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The demands made on them by their landlords were entirely arbitrary, and enforced by armies of peons. Not one *zamindar* in a hundred granted *pottahs* to his ryots. They were deeply involved in debt, both to their landlord and to the village *mahajan*. Mr. Sterling says: "The Sasan Brahmins are the only cultivators or land proprietors of Orissa who manifest any symptoms of a disposition to improve their system of agriculture, or to raise any plant or produce beyond what the wants of nature absolutely demand."

Extract from Government Resolution on Mr. Ker's report.

In passing orders on the report submitted by Mr. Ker on the state of Orissa in 1818, the Governor-General in Council says: "Anxious as Government is to ascertain in the fullest manner the practical effect of its laws, His Lordship must ever consider any officer holding so important a situation as that of a Collector of a district essentially to fail in his duty if, perceiving any material defect in the existing system, he shall for a long period of time neglect to propose a remedy, or at least to indicate the evil. It affords the Government the greatest satisfaction to receive from the local authorities a full and free explanation of their settlements on the probable effect of any general measure adopted or contemplated by Government. It is indeed above all things important that Government should not remain in ignorance of the extent to which its institutions fall short of accomplishing their ends."

One-year settlement of 1821-22, and its results.

On the subject of settlements there is but little more to be related. The triennial settlement of Regulation VI of 1816 was, by Regulation XIII, of 1818, extended to the end of the year 1821-22 (*Amli* 1229), and detailed instructions were issued for recording the rights of the cultivators and securing them against fraud and oppression. The yearly *jama* was reduced by Rs. 11,009, and only eighteen sales were held of estates bearing a *sadr jama* of Rs. 8,849. This settlement was extended for five years by Regulation VII of 1822, with the result of an increase of Rs. 61,751 to the annual *jama*, and without any sales being held for arrears of revenue. A reference to Appendix I, page 96, will show at a glance the financial results of the revenue measures of which we have treated in this part.

Five-year settlement of 1822-23 to 1827-28.

Conclusion of the subject of settlements.

The history of the internal and revenue administration of the province as a whole,—as one district, that is, under a single Collector,—ceases with the year 1828. Thenceforth each of the present districts of Balasore,

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Cuttack, and Pooree, has its own local records, history, and traditions, which will best be treated of separately in the form of district manuals starting from 1829. In these also the subject of tenures, settlements, &c., will best be discussed, as it may be said that up to the end of the period under review the district officers possessed no detailed information respecting the rights and privileges of the various classes possessing an interest in the soil. At any rate, no such information is to be found in the records of the above period. My labour will not have been in vain if I have succeeded in giving such a sketch of the period which preceded the introduction of a more enlightened revenue system as will form a starting point for future workers in the same field.

Sources of revenue other than the land revenue.

I propose to notice such other sources of public income as the Government for the time being possessed besides the land revenue. The Marathas by no means confined themselves to fixed and stated sources of revenue, as the extract given in page 28 will show; but they appear to have raised money by direct taxation—by means of (1) a pilgrim-tax (2) a house-tax, and (3) by the imposition of octroi or transit duties. I proceed to furnish on the above heads such information as the early records afford.

The pilgrim-tax.

The old route for pilgrims from the upper province was through the territories of the Rajas of Moharbhanj and Nilgiri, both of whom appear to have levied from them fees or taxes on their own account. The collection of the tax on behalf of the Maratha Government commenced at a place called Khunta Ghât, on the borders of the Moharbhanj territory. Along the road from that place to the Athara Nala Bridge at Pooree *tahsildars* were stationed to collect tolls from the pilgrims passing through each station. The *tahsildar* to whom the pilgrims paid their toll, granted them a pass specifying their number, rank, the amount paid, &c.; and this exempted them from payment at the other stations. The rates fixed for payment by the several classes of pilgrims were fixed by the Government, but were never strictly adhered to, and much extortion was practised by the *tahsildars*. The poorest class, called *kangals*, who could not pay the tax, were generally detained for some hours at each station, in order that they might be searched and their alleged poverty otherwise tested. Doubtless many were passed as unable to pay by the simple expedient of a small fee to the collector of the tax. Their poverty was again tested, however, at the last station on the Athara Nala Bridge at the north entrance to the

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town of Pooree. At the time of the minor festivals the test by search and detention was not, as a rule, a very severe one; but at the principal jatras of the Rath, Dol, Asnan, &c., those who claimed exemption as *kangals* were detained outside the barrier until the principal day of each festival. The consequence of this restriction can be imagined. Huddled together in crowds, without proper food or shelter from the weather, in a place surrounded by jheels and noxious vegetation, thousands must have fallen victims to disease engendered by exposure and privation. Of those who escaped the pernicious consequences of this detention, numbers perished in the rush which always ensued when the barriers were at last opened to them. Prilgrims from the south were subject to similar restrictions. It was a common practice for a party of pilgrims to march under convoy of a *panda,* and this system was encouraged by the Maratha Government, as the *panda* was held responsible for the payment of the proper tax due from each pilgrim of his party, and that no persons of low caste were allowed to enter the temple. The pilgrims preferred it, as it saved them a considerable delay at the collecting stations, and the *panda* probably protected them from the extortions of every one except himself. The relative positions of a pilgrim and his *panda* may be compared to those of a ryot and his *mukhtar* in the present day. Besides the tax collected at the various stations on the road, pilgrims from the westward and from Hindoostan paid a fee of from 4 *pan* 12½ *gandas* of cowries to 3 *pan* 7½ *gandas,* according to rank, when they performed the ceremony of going round the *singhhasan,* or throne. The people of Bengal are said not to have regarded this ceremony as necessary. The proceeds of this fee were supposed to be all credited to Government, but the *pandas* and the chief officers of the temple generally kept back a half, and only credited the remainder.

Revenue derived by native Governments from the pilgrim-tax.

The average annual revenue derived by the Marathas from the pilgrim-tax and other fees connected with the great temple of Jagannath at Pooree is said to have been about two lakhs of rupees (sicca), but under the last Mughal governor it was as high as nine lakhs.

Abolition of the tax on the British acquisition of the province.

So great were the abuses under the system which has been briefly described, that the Commissioners for settling affairs of the province made it one of their first duties to abolish the tax altogether.

In the unsettled state of the country it was not possible for them to give the subject the attention it demanded if any thorough reform were contemplated. It is very probable that in spite of this order, which,

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however well it might be known to the inhabitants of the province itself, would hardly have reached the ears of many actual or intending pilgrims from other parts of India, the tax continued to be levied for their own benefit by tributary Rajas and by *zamindars* through whose territory the pilgrims passed.

Thus it continued to be openly levied in Moharbhanj and Nilgiri until the new Jagannath road was finished, and the Rani of the former state claimed and obtained compensation from Government for the loss of revenue sustained. However that may be, the Commissioners early in 1805 addressed the Government with a view of reimposing the tax, and obtained its sanction to their proposals. They give as their reasons for this course the following :—(1) that the reimposition of the tax would give confidence to pilgrims that the expenses of the temple would be regularly and permanently defrayed by the Government, and its attention would be directed to their protection from extortion; (2) that the heavy annual charge thrown on Government for the repair of and maintenance of the establishment of the temple was a burden which the public revenue could no longer conveniently, and should no longer equitably, sustain. In accordance with the recommendation of the Commissioners, Mr. James Hunter was appointed collector of the tax on pilgrims and superintendent of the affairs of the temple at Pooree under Regulation V of 1806. The system of collection appears to have been radically the same as that of the Marathas, but greater checks were exercised over the collecting agents; and though it was impossible to prevent extortion and abuses altogether, they were, it may be assumed, somewhat less than before. In 1813 thirty-four persons were crushed to death on the great day of the Rath Jatra in the frantic efforts made to pass through the gates when they were thrown open to the *kangals* who had undergone their period of probationary detention outside. The arrival of a rich pilgrim and opening of the barrier gate for him, often occasioned a rush of the above nature, and resulted in similar accidents. The crush was always far greater at the Athara Nala Bridge than at the southern barrier. Complaints which under the Maratha rule the pilgrims would never have dreamed of making, poured in in large numbers to the collector of the tax. The chief grievances of the pilgrims were—(1) their detention at the barriers, (2) the exactions of the Government collectors of the tax and of the officers of the temple, (3) the rule which allowed a residence in Pooree of only a certain limited number of days to certain

Reimposition of the tax in 1805.

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classes of pilgrims. They had consequently to pay for re-admission if their ceremonies were not duly concluded within their time specified, and their servants, being of lower rank than themselves, had to leave the town earlier than they and await their arrival outside the barrier. The first two grounds of complaint were also rife under the Marathas, but the third was due to an innovation made after our conquest of the province, and the then Collector considered that it led to a serious loss of revenue. He goes on to say that "the revenue of the district chiefly depends on the resort of pilgrims to Jagannath;" a somewhat questionable assertion, based probably on the consideration that the pilgrims were the chief cause of the influx and circulation of capital and money into the province. With regard to the exactions of the native collectors of the tax, it was impossible to bring home a case against any of them. They sheltered themselves from the accusation under a plea of zeal for the public service, and alleged that the charges against them were made by rich pilgrims in revenge for their integrity in assessing them with the proper tax instead of letting them go free. In 1814 several reforms were introduced in the working of the tax. Masonry barriers were erected at the Athara Nala, and the collector of the tax was ordered to be present there daily in person; a pilgrim hospital was established under a native doctor; and a guard of sepoys was sent from Cuttack to prevent that overcrowding and rushing at the barriers which had been the cause of the loss of so many lives. The only case mentioned in the records of self-immolation under the wheels of the car occurred in this year (1814), when an old woman voluntarily threw herself under it. Two other persons were crushed by it accidentally; but no casualty occurred at the barriers, where in previous years the loss of life was considerable. In a resolution of the same year (1814) the Governor-General in Council says:—"The tax is now generally established on a permanent basis, and may be in future regarded within certain limits as a certain and permanent resource to Government." It was abolished by Act X of 1840. I have touched but cursorily on this subject, as it belongs more properly to a history of the Pooree district. Those who wish to pursue the subject further, can consult Pegg's History of the Orissa Mission, Rajkissore Ghose's History of the Temple, and Dr. Hunter's Orissa. A long and detailed report on the subject by Mr. Charles Groeme will be found in Volume I of Letters Sent in the Cuttack Collectorate. I append what few figures I could glean from the Cuttack records.

In 1807-08 the total number of pilgrims to Pooree was 83,685. Of these 56,763 entered the town from the north, and 26,922

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from the south; 72,051 were exempted from payment of any tax as *kangals*, and 11,634 paid taxes amounting to Rs. 40,500 (sicca). From 1807-08 to 1813-14 the collections averaged Rs. 68,350 (sicca) yearly. In 1813-14 they were Rs. 1,23,118 (sicca), and in 1814-15 Rs. 2,08,519 (sicca). The Collector, writing in 1814, says that with proper supervision the annual collections should never be less than five lakhs of sicca rupees. But from the figures given above, this estimate would appear to be much too sanguine.

House-tax.

But meagre information is afforded by the records on this subject. The Marāthas levied the tax professedly only in the larger towns, but it may be assumed that a minimum revenue found its way to the coffers of the State with a maximum of extortion and oppression (see the extract from the Central Provinces' Gazetteer, page 28). In Pooree the number of houses during the Maratha times was 9,396. Of these 575 were exempted from the tax, as being religious institutions, and the annual revenue derived from the remainder was Rs. 10,159 (sicca). The tax was abolished by the Commissioners on the British acquisition of the province, probably on account of the abuses which existed in the assessment and collection of it. It was reimposed, in the town of Cuttack only, by Regulation XV of 1810. Pooree and Balasore were exempted from the operations of the above Regulation, there being no resident collector at either place. In 1811 a "receiver of house-tax" was appointed under Regulation IV of 1811, and his remuneration was 4 per cent. on the collections. I cannot discover in the records any mention of the sum which the tax produced, or of the number of houses assessed with it. The above Regulations were rescinded and the tax abolished by Regulation VII of 1812, the first section of which alleges as the reason that "the Governor-General in Council is anxious to promote the ease and convenience of the inhabitants generally......by relieving them from the payment of the above-mentioned tax." It had caused great dissatisfaction all over the country, and in some towns open resistance; and as a first attempt at quasi-municipal taxation, was decidedly a failure.

Octroi and transit duties.

Octroi duties were levied by the Marathas on merchandise entering towns, and the proceeds were devoted to the expenses of the *kotwali* and *thana* establishments. We have here therefore in embryo a system of local taxation for local purposes. The collection of these duties was not abolished when we took the province, but was entrusted to one Gholam Samin as a temporary measure, and in 1804 transferred to the Collector.

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The merchants complained that they had to pay duty on the same goods at different places; and to prevent them from thus assuming the nature of transit duties, the Commissioners established a system of passes which obviated the grievance complained of. In June 1805 special customs rules and a tariff were promulgated for Orissa. The practice then prevalent of collecting duties and customs at various *chaukis* was abolished, and all goods imported and exported by land or sea were to be protected by a pass or *rawana* and pay an *ad valorem* duty of 2½ per cent. The following goods were exempt from import and export duty: —quadrupeds, bullion, precious stones, Government opium, vehicles of all kinds, religious images, and agricultural implements and tools.

The chief exports liable to duty were in 1813 piece-goods, bees-wax, iron, oil, lac, stone, and timber.* The export of saltpetre by sea or land was strictly prohibited, as was also the export of salt by sea except on account of Government. If exported by land, salt paid a duty of 4 annas per maund; but if purchased at a Government golah and covered by a *rawana*, it paid no duty. Grain exported by sea paid a duty of Re. 1 (sicca) per 100 maunds, besides a port clearance fee of Rs. 5 (sicca) for each vessel. It could be imported free. Sterling says that the customs and transit duties collected at the several small ports and inland chaukis from the Subanreekha to the Dhamrah did not, at the time he wrote (about 1817), exceed sicca Rs. 30,000 yearly, and that the whole value of the imports and exports which paid duty was only sicca Rs. 2,97,285. As the only ports then in existence were in the district of Balasore, fuller information on these points will probably be found in the records of that Collectorate.

Chowkidari-tax.

One unsuccessful attempt at direct taxation has already been alluded to. The imposition in the town of Cuttack of the chowkidari-tax under Regulations XIII of 1813 and III of 1814 gave rise to still greater dissatisfaction; and hoping that their previous resistance to the imposition of the house-tax might be repeated with equal success, the people assembled in large crowds in different parts of the town and clamoured for the repeal of the newly imposed tax. All efforts of the police to disperse them were unavailing, and the presence and personal influence of the Magistrate failed equally to induce the people to return to their homes and resume their ordinary occupations. The shops were closed and business was suspended for several days. One large body of people left the town, and encamping on the banks of the Mahanadi, prevented the ingress

* Sterling's Orissa, page 32.

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of grain from the interior. They demanded, as the condition of their return, a pledge that Government would abolish, and never re-impose, the tax. They were daily joined by increased numbers, and all efforts of the Magistrate and the police to disperse them having proved futile, recourse was at length had to the assistance of the military authorities. On the approach of a body of sepoys, the malcontents dispersed pell-mell in every direction without offering any resistance. Twelve of the ringleaders were captured and no further opposition was offered to the imposition or collection of the tax. The town was divided for this purpose into 17 *mohallas* or wards ; but this number was subsequently reduced to 6, as shown below.

No.	Name of Ward or *Mohalla*.	No. of Chowkidars employed in each ward.	Cost of Chowkidars at Rs. 3 sicca each per mensem.	No. of houses in each ward.
			Sicca Rs.	
1	Balu Bazar	12	36	1,199
2	Telinga Bazar	15	45	1,612
3	Kafla Bazar	7	21	1,046
4	Ganga Manzul	6	18	722
5	Kadam Rasul	5	15	622
6	Buxi Bazar	12	36	1,190
	Total ...	57	171	6,391

In 1827 the number of houses had increased to 7,046.

In spite of every attempt to assess it lightly and equitably, the tax was as intensely unpopular as it is at the present day. Writing in 1818, the Joint-Magistrate says:—"The assessment of the chowkidari-tax seems more offensive here to the people than in any part of the country I am acquainted with. Much of this feeling is due to the causes which make our Government generally unpopular in the province, and also from the very small practical benefit derived from the chowkidars." The tax was abolished in the same year owing to the urgent representations of the Magistrate as to "the great abuses which have hitherto prevailed to the great annoyance of the people without adequate benefit, the quiet and peaceable state of the town, and to the extreme poverty of the inhabitants." Thus failed a second attempt at quasi-municipal taxation. The reader cannot fail to be struck with the circumstances of the withdrawal of the house and chowkidari taxes after they had been deliberately imposed by separate Acts of the Legislature and opposed

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to the utmost by the people. That no such opposition would have been offered to the Maratha Government, is certain. The fact appears to be that the policy of our early rule was not generally successful or acceptable to the people. The sudden transition from the Maratha oppressor to the English Collector of the *ma-bap* stamp, from the rule of thumb to the Bengal Code of Regulation—elaborated to suit a province the history and circumstances of which were entirely different from those of Orissa—led the people to believe that the Maratha *amal* or era of oppression was to be succeeded by an era of remission of all payments whatever to the public purse. It would have been far better both for the Government and the people if Orissa had remained a non-regulation province. The transition from one extreme form of Government to the other would then have been less felt and more really appreciated.

Abkari.

The Marathas do not appear to have paid any attention to this source of public revenue, and spirituous liquors were, during their occupation, manufactured, and opium grown in and imported from the hill states and sold without any restriction whatever. The people were, however, generally too poor to purchase luxuries of the kind, and it is probable that the consumption of exciseable articles was but small even as late as 1814. Though the excise regulations of Bengal had previously been extended to Orissa, it was not until the above year that any special attention was given to the subject. The Collector had more important work on his hands in the way of settlements and other matters connected with the land revenue of the vast charge committed to his care. The first public distillery was built at Cuttack in 1814, and three kinds of spirits were made at it, viz. (1) from sugar or molasses; (2) from grain, generally rice; (3) from the blossom of the *mowah*. The tax levied on these spirits was 10 per cent. on the prime cost of the first kind, and slightly higher on the two other inferior kinds, in order to encourage the manufacture of the former. The cost of making the first kind was 7 annas, and it sold for about 14 annas (sicca) per gallon. The other two kinds cost from 2 to 5 annas and sold for from 4 to 12 annas (sicca) per gallon. Retail liquor-shops paid a tax of 6 annas per diem in 1814. In 1817 the Collector reduced it to 3 annas, but the Board of Revenue, considering this an unwarranted stretch of his authority, ordered him to raise it to 4 annas per diem, and at this rate it appears to have remained up to 1828.

Before 1814 the *pansis*, or tari-sellers, paid a tax of 25 per cent. on the rent paid by them to zamindars for trees. In the above year this

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was commuted to a daily tax of 4 annas per shop. The establishment of the sudder distillery and the levy of rates on other spirituous liquors led to a decrease in the quantity of them consumed, and to a corresponding increase in the manufacture and sale of *tari*, which was far cheaper. The then Collector, regarding this as anunfavourable result, requested sanction to increase the tax on the *tari* shops to Rs. 2 per diem, a measure which would, as he safely remarks, "practically prohibit its manufacture and sale except for bread-making." But his succeeding remark, to the effect that this would result in an advantage to the people by compelling them to resort to the more pure and wholesome and less intoxicating spirits made at the distillery,—in fact, that morality would increase with the receipts of the distillery,—is hardly so much to the point; and it is almost needless to remark that the proposed reform was not introduced, and the nefarious *tari*-sellers and drinkers were left alone.

Opium.

The greater part of the abkari revenue of the period from which the abkari laws were put in force in Orissa up to 1828, was derived from the sale of opium. In 1813 the Collector first called the attention of Government to the large quantity of opium annually brought into the province from the hill states. He says in this report :—"The inhabitants of Cuttack are so addicted to the use of opium that they can hardly exist without it." In consequence of this representation Regulation X of 1813 was put in force in Orissa, and a proclamation was issued declaring all smuggled opium liable to confiscation. The result of this I describe in the Collector's own words :—"My cutcherry was surrounded by people praying that licenses might be issued immediately. One or two fakirs placed themselves in front of the cutcherry-house with ropes round their necks, vowing they would hang themselves if they were not supplied with opium. Offers to buy opium from the Collectorate and pay a tax of Rs. 9 per diem have been received......The people of this district may be said to live on opium, and they are very choice respecting it." The Collector's estimate of nine maunds as the probable consumption for a year hardly bears out these remarks; but we may assume that in the absence (or indeed presence, for the matter of that,) of any special agency for the prevention of smuggling, which was largely and almost openly carried on, especially at Balasore, he meant the amount likely to be purchased from the Collectorate to be mixed with the contraband drug. The poppy was not apparently cultivated either in the Mughalbandi or in the hill states. Balasore was supplied with smuggled opium from Behar *viâ* Moharbunj, and also by

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sea, and Cuttack and Pooree from Nagpore and Ganjam. In Balasore the presence of the French and Danish settlements materially assisted the illicit traffic in and sale of the drug. In November 1813 four shops in Cuttack and two in Pooree were sanctioned, each paying a daily tax of sicca Rs. 5. The Collector had proposed the establishment of a much larger number, but the Governor-General in Council had modified the proposal in the hope of discouraging the consumption of the drug. The first supply of Government opium (three chests containing 40 cakes each) was not received until August 1815. It was sold retail at sicca Rs. 26 to 32 in Cuttack per Cuttack seer of 105 tolahs; in Balasore at sicca Rs. 12 to Rs. 14 per Balasore seer of 80 tolahs. The consumption of Government opium increased rapidly. For 1814 we have seen that the Collector's indent was for only nine maunds; for 1815 it was 25 maunds, and the estimate of revenue on the latter quantity, sicca Rs. 20,000. So rapid indeed was the increase, that it was a matter of considerable difficulty to keep up the supply from Calcutta, the communications with which were very imperfect both by land and sea. In May 1816 we find the stock running short and the Collector proposing to buy contraband opium for current consumption at the rate of sicca Rs. 10 per seer, as "there were persons in the town who would die if deprived of it."

In 1816 the number of shops for the sale of opium in Orissa was increased to thirteen, and the retail price fell to sicca Rs. 22-11-6 per Cuttack seer in consequence of the increased competition.

Notwithstanding these favourable circumstances, the Collector states in 1817 that by far the greater quantity of opium consumed in the province was smuggled, and that until this illicit traffic was put a stop to, the Government revenue would continue to be less than it ought to be. He also states that a large trade was carried on in *ganja*, which was "sold without license in all parts of the district, and grown in every garden and compound."

The remedy proposed and sanctioned was hardly adequate to the extent of the evil. This was the appointment of an abkari *jemadar* of circuit on sicca Rs. 10 per mensem, with four *burkandazes* under him, whose duty it was to be constantly moving about from pergunnah to pergunnah making inquiries and reporting the result of them weekly to the Collector. The plan was apparently furtile, as will readily be imagined. The Cuttack records afford but little information on the subject of abkari revenue generally, and the only figures I could find are given below.

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Year.	Abkari revenue of the province. Sicca Rs.	Co.'s Rs.
1811	10,280	10,965
1814 ...	11,742	12,525
1815	12,288	13,107
1816	15,000	16,000

Manufacture, &c., of salt.

It is not my intention to enter into any details on this important subject, but merely to sketch the general outline of changes introduced during the period under review.

During the Maratha period the profits of the salt lands were enjoyed solely by the proprietors. On May 4th 1804 a temporary regulation was enacted, reserving to Government the exclusive right of making salt in the province of Orissa or district of Cuttack, as it was then called. The manufacture was at once commenced in the northern division, under the supervision of the Magistrate as a temporary arrangement. This continued until December 1805, when Mr. J. King arrived and took over charge as first Salt Agent of the northern division. In February 1807 the Salt Department in Orissa was brought under the Bengal rules and regulations; but it was not until 1815 that the manufacture on behalf of Government was extended to the southern division (by Regulation XXII of 1814) and placed under Mr. Becher as Salt Agent. The *jagirdar* of Malud (who was a jemadar of cavalry under the Marathas, and had been confirmed in his grant for services rendered to the British troops on the acquisition of the province,) disputed the right of Government to make salt within his grant. The Government disallowed the claim, on the ground that nothing in the terms of his grant exempted him from the operation of the general regulations. In 1819 all the salt laws and rules were consolidated by and in Regulation X of that year. The immediate effect of the Government monopoly was of course to raise the price of salt to a very serious extent. This was felt as a great grievance by the people, and was alleged to be one of the principal causes of dissatisfaction with our rule which found vent in the Khurdha rebellion of 1817, an account of which has been given in Part I. On this subject we have the testimony of the Collector, who, writing in 1813, says: "During the Maratha Government salt was in such plenty as to be an article of little value. It was to be purchased for three annas a maund. The natives, by way of expressing how plentiful it was, say that a maund of salt would be given for a seer of grain. It is only since the province has been in possession of the English

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that salt has become an article of value." And we have the evidence of Mr. Sterling himself in his work on Orissa that the price of salt had been enhanced from 400 to 500 per cent. Mr. Ewer also says that salt sold under the Maratha Government at 4½ maunds per Arcot rupee at the place of manufacture, or less than one-eighth of its present price at the *arangs* (see paragraphs 85 to 92 of his report).

In this case, as in our early management of the land revenue, the fatal policy of a too sudden leap from one extreme to the other is painfully apparent. Between 1814 and 1816 the average annual amount of salt sold was 157,035 Cuttack maunds, and from 1818 to 1822, 200,000 maunds. The cost to the consumer was about sicca Rs. 3-4 per maund. The price at the Government golahs was the fixed monopoly of sicca Rs. 2 per maund plus the expenses of carriage, storage, &c., which generally brought it up to sicca Rs. 2-3 to sicca Rs. 2-6. Sterling says that the net revenue yielded by the salt monopoly in Orissa was little short of eighteen lakhs sicca rupees, of which three lakhs were on account of sales in Orissa and fifteen lakhs on account of exportations by sea to Calcutta.

Progress of the Uriyas in education, &c.

I shall conclude this part with a few remarks tending to show that in one respect at least the natives of the province have improved under our rule. When we first acquired it in 1803 there was hardly a single native of Orissa in Government employ. The language of the courts and public offices was Persian, and it was not until 1805 that the Commissioners directed that in all written communications with the natives of the province, the subject should be written in Uriya as well as in Persian. This order necessitated the employment of Uriya moburirs, who, though skilful enough with their iron pen and bundle of palm-leaves, were almost helpless when required to write on paper with an ordinary pen. They are said to have been slow in acquiring any facility in the (to them) new method of writing, ignorant of business in general, and especially of the English system of revenue accounts (as indeed they well might be). All the best ministerial appointments were consequently in the hands of Bengali *amla*, who, attracted by the high pay that had to be offered to procure the requisite standard of efficiency, left their homes in Bengal, and bringing their families with them, settled in the province and became naturalized Uriyas; their descendants hold at the present day the chief offices in the various courts of revenue, criminal, and civil law. They had ample opportunities of making money independently of their pay, and they did not hesitate to take advantage of them. Bribery, corruption, peculation, and forgery, were rife

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in all the courts and public offices,—notably in the Judge's. The Collector in 1816 stated that it was a regular and well-known practice for *zamindars* to bribe the *amla* to get petitions, settlement papers, and other documents passed through the office with the orders wished for duly recorded on them. In the same way forged *sanads* and other deeds were passed into the office and brought before the Collector as genuine. The *nazir* and his *buxi*, under cover of the law, made large sums by placing peons in surveillance over *zamindars* and others and charging them for their pay and subsistence. The amount thus openly levied in 1815 was sicca Rs. 3,480, and a much larger sum was doubtless levied which never appeared in the public accounts at all. Matters appear to have improved, but slowly, as time went on. In 1821 the Magistrate writes as follows:—"Scarcely a single real Uriya receives a salary of more than Rs. 10 per mensem, but several are naturalized Bengalis or Mussulmans. I always give a preference to Uriyas, but at this moment I scarcely know a single Uriya possessing qualifications to fit him for being a common mohurir." He however adds, which is some improvement on the previous state of affairs,—"The people do not at present suffer from *any severe* oppression from the amla." The italics are mine.

It is to be feared that the native officers of higher rank were but little less venal and corrupt than the ministerial officers. In 1828 we find the moonsiffs of Bhadrak and Patamundi charged with corruption, embezzlement, and various other crimes. The former caused his cutcherry to be burnt down to prevent exposure; the latter made away with his records in some other manner, and declared they had been stolen by burglars. Mr. Ricketts, a friend of the native, and not likely to speak unadvisedly against him, writing of the *amla* in 1828, says: "No care, attention, shrewdness, or circumspection, can provide efficient checks to their innate and incorrigible roguery." In the present day, though we have provided tolerable safeguards against any flagrant cases of corruption, we know that bribery is still almost invariably resorted to; and so long as the people generally consent to offer bribes, we are powerless to prevent the *amla* from taking them.

PART III.

Police—Crime, &c.

Criminal system of the Marathas.

In so far as they recognised any system of criminal justice, the Marathas appear to have followed the tenets and practice of the Mahomedan law; but in matters of dispute about caste or other religious observances,

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the Hindu law was followed. Some of the *sadr kanungos* were appointed *goshtipati*, or president of caste *panchayats*, and settled all disputes of this nature. The *mahashaya* of Kaupur's* ancestors held this post, and he has the *sanad* still. The *amil*, as the chief authority in criminal matters, had powers of a *nazim*, and investigated and decided all heinous cases, such as murder and dacoity. Minor offences were referred by him for disposal to the *ahdadars* and *zamindars*. These latter had also original cognizance of petty cases occurring within the limits of their respective revenue jurisdictions. The duties and responsibilities of the police were also in their hands. The procedure in criminal cases was regulated to a certain extent by law, at least in theory ; but in practice each officer followed the bent of his own inclination or predilection, not only in the mode of trial, but also as to the amount and kind of punishment to be inflicted. The most common, as it was the most popular, procedure in criminal cases not of a heinous nature, was reference to arbitration. The members of the *panchayat* could be named either by the referring officer or by the parties themselves. In the former case an order was issued ordering a *panchayat* to try the case. The *panchayat*, on receipt of their instructions, demanded from the parties a written agreement to abide by their decision, which, if such agreement was given, became final. If the disputants, however, refused to accept the decision of the *panchayat* as final, the latter forwarded them, with the result of their investigation, to the *nazim* or to the *ahdadar*, who disposed of the case finally on the report of the *panchayat*. If the members of the *panchayat* were elected by parties who did not agree to abide finally by their decision, they could not send them with their decision to the *nazim* or to the *ahdadar* for disposal, but could only give the successful party a copy of it and leave him to enforce it as best he could. If it were agreed that the decision of the *panchayat* appointed by the parties themselves was to be final, the procedure was the same as in a similar case referred by an officer with jurisdiction.

Police arrangements of the Marathas.

The general superintendence of the police vested in the *amils*, who were responsible to Government for its efficiency ; the *ahdadars* and *zamindars* were in their turn responsible to the *amils*. The chief executive officer of the police was the *kotwal*, and under him were the *khandayats*, *paiks*, and village watchmen or *chowkidars*. The *kotwal* also rendered occasional assistance in the collection of revenue. The

* In Balasore district, near Bhadrak.

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basis of the whole system was the sole undivided responsibility of each landholder for the peace and good order of his own estate and its freedom from crime. So long as this responsibility was strictly maintained, the system worked well; as soon as it was divided, it broke down.

Changes made by the English.

For the first year of the British occupation the Commissioners for settling the affairs of the province preserved the old system intact as they found it, merely transferring from the *amils* to themselves the power of general superintendence and the cognizance of crimes of any magnitude or heinousness. By Regulation IV of 1804 the criminal law and rules in force in Bengal were extended to Orissa (except the Tributary States), and the superintendence of the police was vested in the Magistrate (who was also Judge) under the general control of the Commissioners. Provision was also made for the appointment of *darogahs* and the establishment of *thanas*. The former responsibilities of the landholders were at the same time expressly declared to be continued according to the terms of their tenures and the usages of the country. Regulation XIII of 1805 extended these provisions, and stipulated that when the chief *zamindars* had not been formally divested of their police powers and responsibilities, the office of *darogah* should vest in them within the limits of their respective estates. When they had been so divested, khandayats were to be appointed under the special darogahs, registers of paiks and their service lands were to be prepared, and the latter were declared to be resumable on account of misconduct or disobedience, but only by the Nizamat Adalat on the report of the Magistrate.

Establishment of thanas.

From 1st May 1806 thanas were established at the following places, the figures in parentheses being the number of villages in the jurisdiction of each :—1, Basta (551) ; 2, Balasore (536) ; 3, Soro (622) ; 4, Bhadrak (949) ; 5, Jajipur (679) ; 6, Arakpur (706) ; 7, Asareswar (541) ; 8, Muto (305) ; 9, Cuttack (338) ; 10, Pipli (654) ; 11, Pooree (550) ; 12, Gop (775) ; 13, Tiran (508) ; 14, Hariharpur (811) ; 15, Pahrajpur (460) ; 16, Khurdha (917). The thanas of Churamani in Balasore and Banpur in Khurdha were established subsequently, and the Asareswar thana was removed to Kendrapara in 1816. The standard scale of establishment for each mofussil thana was one daroga on sicca Rs. 25 per mensem ; one mohurir on sicca Rs. 10 ; one jamadar on sicca Rs. 8 ; and ten burkandazes on sicca Rs. 4 each : total, sicca Rs. 83. The control of the police

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was vested in the Magistrate, but he was hampered by restrictions imposed by the Nizamat Adalat. For instance in 1815 the Joint-Magistrate of Balasore was severely censured for dismissing the darogah of Balasore for taking bribes, and was directed in future to report such cases to the court of circuit for orders. All real power centred in the person of the darogah, and he was practically uncontrolled and absolute. Most of the landholders, though divested of none of their nominal responsibilities, had no means of upholding their authority or of resisting the encroachments of the darogahs. They became therefore in practice a mere nonentity, and the regulations defining their police duties and responsibilities a dead letter.

Increase of crime under the darogahs.

Crime consequently increased, and the tyrannies of the new police became unbearable. Not a quarrel could happen in any family but the police made capital out of it. Regulation VII of 1811 therefore limited their interference "to the maintenance of the public tranquillity and to the adoption of the prescribed measures for bringing to justice persons accused of the commission of those species of crimes which are most injurious to the peace and happiness of society." They were prohibited from taking up cases of a private nature, such as adultery, calumny, abusive language, and petty assaults. Regulation I of 1811 further provided increased penalties for house-breaking and burglaries, and Regulation III of 1812 declared landholders responsible for giving timely information of the commission of robberies within their estates, and declared punishable with whipping chowkidars proved guilty of gross neglect. These measures were rendered necessary by the utter inefficiency of the police in putting a stop to petty thefts and burglaries, which became about that time alarmingly prevalent.

The village chowkidars.

Of the village chowkidars, the Magistrate says in 1813: "It is notorious that the generality of the watchmen are themselves the thieves on most occasions. This arises from their not being sufficiently paid for their trouble by the landholder, whose interest it is to protect the property of their tenants." The *zamindars* themselves had the reputation, especially in Jajipur and Bhadrak, of being hereditary receivers of stolen goods, if indeed they did not take a still more active part in crimes against property.

Under these circumstances it is not to be wondered at that the authorities could make no head against this description of crime. Matters appear to have been as bad in 1821 as they were in 1811 in this respect.

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Writing in the former year, the Magistrate attributes the prevalence of petty thefts and burglaries to the extreme poverty and wretchedness of the lower classes, their loose notions of honesty, and the ease and impunity with which such offences could be perpetrated. He remarks, with reason, on the probability that a vast number of cases occurred which were never reported to the police, such was the dread the people had of them. The smallness of the value of property stolen, and the delay, expense, and uncertainty of a prosecution, and the hopelessness of redress, combined to impress on the sufferer the conviction that his first loss was the least; so he wisely determined to bear it in silence. The village chowkidar was probably the only person who could throw any light on the matter, and as he was generally either a principal or an accomplice, it was not likely that he would volunteer any information to the police.

When Mr. Ricketts was acting Magistrate in 1827, the evil had but little abated. He was not slow to recognise the fact that the village chowkidar was the real backbone of the whole police system, and he saw in the improvement of his pay and position the only hope of remedying the then prevalent evil. He says that there were some villages twenty-five, thirty, and even forty miles distant from the thanas to which they belonged as regards their police jurisdiction, though within easy reach of some other thana to which they did not so belong. In some places one single chowkidar had charge of fifteen or sixteen villages, so far apart from each other that it was utterly impossible for him to visit them once daily. In many parts of the district the provisions of Section 9, Regulation XII of 1805, which expressly forbids the resumption by *zamindars* of chowkidars' tenure lands, had been utterly ignored, and their lands had been resumed so long that it was impossible to ascertain either their position or their quantity. Mr. Beames has kindly furnished me with the following extract from the Balasore records :* "The greater part of these *jagirs* have, I know, been illegally attached and taken possession of by the several *zamindars*, and consequently not one half of the former number of paiks are now entertained. In one estate alone I have reason to believe that 30 were formerly maintained and enjoyed *jagirs* in which only five are now reported; and even the trifling number now kept up have become so subservient to the *zamindars*, whose orders alone they consider themselves obliged to obey, that unless their *jagirs* can be ascertained and secured to them, and the sirdars made to understand

* Joint-Magistrate, Balasore, to Magistrate of Cuttack, 8th October 1816.

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their entire independence, I have no hope of their being of any use as police officers." In many villages the chowkidar's only means of livelihood was a petty tax levied from each inhabitant according to his means. In some villages it is still all he has, and often amounts to Rs. 2 a year only from the whole village. Small as this was, the people preferred being plundered to paying more. The evil was not remedied until after the division of the province into three districts in 1828.

Statistics of crime.

How great it was even as late as this, may be judged to some extent by the following figures:—

YEAR.	No. of thefts and robberies reported.	No. of burglaries reported.	Total.	Percentage of cases in which convictions were obtained.
1825	1,126	543	1,669	3·55
1826	1,318	607	1,925	7·13
1827	1,182	466	1,648	13·02

Cattle-stealing was also very common, and large droves of stolen cattle found their way to Calcutta. Besides these offences against property, which were probably equally prevalent in other districts of Bengal, Orissa had an unenviable reputation for the frequent occurrence of cases of murder and homicide. As early as 1815 the Court of Directors called the attention of the Indian Government to the fact that cases of this kind, distinct from and unaccompanied by any other offence, were of more frequent occurrence in Cuttack than in any other district of Bengal. The only returns which I could find in the records give the number for the whole province as follows:—

Year.	No. of cases of murder reported.
1811	17
1812	20
1818 ...	28
1819	12

Dacoity, a crime almost unknown before 1810, became after the Khurdha rebellion (*i.e.* in 1818,) frightfully common. No fewer than one hundred and twenty-eight cases were reported in that year, of which fifteen were accompanied by murder and twelve by wounding. The crime died out with the subsequent pacification of the district, and in 1819 only forty-eight cases were reported. Forgery and perjury were rife in the courts,

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but it was but seldom that any cases were brought to justice. The reported cases of suttee were as follows :—

Year.	Cases.
1815	8
1816	9
1817	... 14
1818	... 14

A monster case occurred in 1812, when no less than nine widows sacrificed themselves simultaneously on the funeral pile of the Raja of Kanika. The then Magistrate of the district reported strongly against the abolition of the practice, as an uncalled for interference with the religion and custom of the country. However opinions may differ on this subject, there are, I imagine, but few who, knowing the wretched life of a Hindu widow, would not admit that death is preferable to the life she leads. On the whole the province may be said to have suffered from crime to a very serious extent, though it has undoubtedly improved in this respect in later years; and whatever may be the deficiencies of the present police, there are but few who would care to see revived the "good old times" of the darogahs.

Abuses of power by the darogahs.

The old records contain ample evidence both of their possession of and abuse of power. Their thanas, which they were supposed to build out of their personal and contingent allowances, were in reality built by a system of forced labour and requisitions for materials.* Every criminal case reported to them was a source of income. When they went abroad, they lived on the fat of the land;—took ryots from their fields to carry their baggage, and compelled the villagers to furnish *rasad*, for which they never thought of paying. The troops did the same on the march, and the amla and other underlings followed the general rule. Along the most frequented routes whole villages were sometimes deserted from this cause. Some colour was given to the impressment of coolies by Regulation XI of 1806, but as this was found to lead to the abuses related above, the practice was strictly prohibited by a resolution of the Governor-General in Council dated 24th March 1820. Mr. Trower says, in a letter dated 23rd May 1817 :—"The complaints against the police and the moonsiffs exceed anything I could have supposed. A regular system of oppression and persecution appears to exist throughout, and instead of proving a protection to the country and a preventive against

* Foujdari manuscript records, 2nd September 1806.

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improper conduct, these people are considered the terror and the scourge of the district." "I have always considered the district of Cuttack in this respect the most unfortunate of any in the Company's provinces."

Special police arrangements for the towns.

For the towns of Balasore, Cuttack, and Pooree, special police arrangements were made at a monthly cost, in the case of the first and last, of Rs. 108 (sicca), and of the second of Rs. 178 (sicca). This last sum was increased in 1807 to Rs. 200 (sicca) by the appointment of additional burkandazes, and in 1817 to Rs. 400 (sicca) by the establishment in Cuttack town of the five subordinate thanas or outposts of Kafla Bazar, Buxi Bazar, Telinga Bazar, Kutbin Sahi, and Kadamrasul, all of which exist at the present time.

Occupations of the town police.

Between 1808 and 1813 the town police appear to have been chiefly engaged in Cuttack, Pooree, and Balasore in affrays with the sepoys of the lines who paraded the town at night and committed various excesses. If the police attempted to capture any sepoy rioter, his comrades came to the rescue and a fight ensued, which was not always bloodless. These affairs led to mutual recriminations between the civil and military authorities; and so serious did the evil become, that guards of sepoys had to be stationed at each thana for the protection of the police from their own comrades. Finally the sepoys were forbidden to enter the town at night. The evil then ceased, and does not appear again after 1821.

Crime in the town of Cuttack.

It will readily be understood that theft and burglary flourished unchecked amid this lawlessness. The chowkidars watched the town at night, but with little or no effect for good, and they were consequently abolished in 1818. Mr. Ricketts introduced considerable reforms in 1827 by dividing the town of Cuttack into beats and allotting a certain number of houses in each beat to every burkandaz. The good result of these measures showed itself in a marked diminution of crime.

Jails, &c.

Jails.

Political prisoners of high rank were, as has been mentioned in Part I, confined in Fort Barabati at Cuttack under charge of the military authorities. Ordinary civil and criminal prisoners were located in huts at Lalbagh—the old lines of the European regiments which took part in the conquest of the province, and other similar buildings near the Magistrate's cutcherry, being utilized for the purpose as occasion required.

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The accommodation was generally insufficient and defective, and the rules in force for keeping different classes of criminals separate from one another could not be strictly adhered to.

The present Cuttack Jail was not erected until 1810. It was built by contract by one Ram Chandra Shom for Rs. 30,000 (sicca), and was ready for occupation in February 1811. The Balasore Jail was not built until 1816 at a cost of Rs. 4,000 (sicca) only ; it was of mud and thatched. The pay of the Jailor of Cuttack was only Rs. 25 (sicca) per mensem.

Diet, &c., of prisoners.

The prisoners, instead of their present allowances of food, had a daily diet allowance paid in money, and they purchased whatever they liked from the Jail moodi. The scale for each prisoner was from 2 to 3 pice (sicca) a day, according to the fluctuations of the grain market, up to 1810. In that year it was fixed at 3 pice, and was again raised in 1813 to one anna (sicca). Each prisoner received a yearly supply of clothing and bedding consisting of the following articles :—one blanket, two dhotis, two chadrs, one turban, two mats, and two straw pillows. The total annual charge for the clothing and bedding of each prisoner was limited to Rs. 3 (sicca), and the total yearly cost of his maintenance varied therefore from Rs. 15 to Rs. 25 (sicca) between 1803 and 1828.

Jail administration.

The internal administration and management of the Jail was in the hands of the Magistrate, and both he and the Civil Surgeon were bound to visit it at least once a week. The Jail Code was contained in eleven pages,—a striking contrast to the overgrown mass of rules now in force.

Prison labour.

In the matter of prison labour profit was made subordinate to punishment, and the prisoners sentenced to public labour had not such an easy time of it as they have now. They wore fetters (at the discretion of the Magistrate,) and worked in gangs on the public roads. At night they were fastened, like a drove of pack-bullocks, by a chain passing through the rings of their fetters. Those sentenced only to private labour remained inside the Jail and pounded surki and made baskets, gunny, mats, &c. One-fourth of the proceeds of their private labour might, at the Magistrate's discretion, be given to the prisoners as a reward of their industry. The avowed object of public labour was to warn and deter; of private labour, to reform : and the Court specified in their sentences the nature of the labour to be performed. This distinction dates from 1820. On Sundays the prisoners were exempted from labour, " to enable them

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to clean themselves;" such at least is the reason alleged in the records for the indulgence. The public labour performed by the prisoners during the period under review was chiefly in the town of Cuttack. Tanks were dug and cleaned, marshes drained, and roads and lanes laid out and repaired. Private labour was a failure. No expense of time and temper availed to make it remunerative, and the Magistrate considered that it never could be made so. Jail discipline and management and sanitation did not, as a matter of course, claim in these early times the attention they have since received.

Communications—Roads—Public Works, &c.

Sea routes to Orissa.

The province of Orissa was as early as the 17th century accessible by sea by three main routes. The northern part of the province was tapped by the ports of Pipli on the Subanreekha and Balasore on the Barabalang. Cuttack was reached by the circuitous route from the Dhamrah river *viâ* Patamundi, up to which place sloops and brigs were able to come with Government and other stores.

In 1819 an attempt was made to improve and extend the communications by sea by the appointment of a Master-Attendant at Manikpatna on a salary of sicca Rs. 500 per mensem. The first incumbent of the post was Lieutenant Minchin of the Bombay Marines. The object of the appointment was the double one of improving and encouraging trade, and of saving the lives of persons shipwrecked on the coast. The Collector and Salt Agent were appointed a committee for superintending and controlling the Master-Attendant's department. A Deputy Master-Attendant on sicca Rs. 150 was also appointed to Dhamrah. For the use of the former officer a schooner, named the *Eliza*, was purchased in 1820 at a cost of Rs. 5,000 (sicca). Two surf boats were constructed at Pooree, and an establishment of boatmen sanctioned to work them. In 1827 a bungalow for the use of the Master-Attendant was built at Manikpatna, and a surf boat also stationed there with a crew.

False Point Light-house.

The light-house at False Point was commenced in 1819 under the supervision of Captain Stephens, who fell a victim to the unhealthiness of the climate. After many almost insuperable difficulties had been overcome, of which the chief was that of procuring coolies and supplies, the building was finished, and the first light lit on the 24th May 1826. The first Superintendent was Mr. W. Thompson, who received a salary of (sicca)

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Rs. 400 per mensem, and was assisted by an assistant on (sicca) Rs. 150; the whole monthly cost of the establishment was over (sicca) Rs. 1,000 per mensem. The advantages of False Point as a harbour and port were not discovered until a comparatively recent date.

All these measures, which were undertaken with a view of improving the trade of the province and reviving its former comparative commercial prosperity, were of little or no avail. The establishment of the Government salt monopoly was a fatal blow to the private export trade which formerly existed, and the internal land communications of the province were so deficient that a new one was not to be so easily or rapidly developed as seems to have been expected by the Government and the local authorities.

Internal communications, roads, &c.

When we took the province in 1803 there was not a road, in the modern sense of the word, in existence. What were then called roads were mere fair-weather cart-tracks, without bridges and without proper ferry arrangements for crossing the numerous water-courses which they intercepted; they passed, however, for the most part over high ridges of uncultivated land, and were thus more practicable than they would be at the present day, when cultivation has been so enormously extended. The traffic from the south to Cuttack passed along the eastern shore of the Chilka lake, between it and the sea to Pooree, and thence followed exactly the line of the present great Jagannath road. It now all passes through Khurdha along the Ganjam road, the old route being abandoned to Lulia fishermen and antelope. The ruins of the old rest-house for pilgrims still remain,—the only visible record of its former existence. Another line from Pooree passed through Khurdha and the Barmul Pass into the Central Provinces *viá* Sumbalpur. Proceeding northwards, the line from Pooree passed through Cuttack, Padampur, Arakpur, and Barambardah to Jajipur (then generally spelt "Jehajpur"), and thence to Bhadrak through Dhamnagar. Thence the line followed as nearly as possible that of the present road. It was not, however, until 1804-05 that this line was adopted. The former route was through Nilgiri and Moharbhanj. It passed in many places through dense jungle infested by tigers and other wild animals, and to keep down these the Mughals and Marathas used to give grants of land rent free to individuals on condition of their reclaiming the grant. Besides the main lines of inland traffic above mentioned, there were also tracks from Cuttack to Tiran *viá* Paharajpur and Hariharpur, to Mutoh in Kanika, and from Dhenkanal to Champapur.

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The Jagannath road.

The construction of the great Jagannath road was not sanctioned until the year 1811, and in October 1812 Captain Sackville* was appointed as superintendent of the work on a salary of (sicca) Rs. 500 per mensem in addition to his military pay and allowances. His charge extended from the Subanreekha river to Pooree, and he was allowed two European assistants and a monthly establishment of (sicca) Rs. 161, as shown in the margin. This contrasts strangely with the expensive establishments of the present day. He was ordered not to commence work until the requisite land had been duly made over to him by the revenue authorities; but as it was found impossible to complete the necessary measurements until January 1816, the order was a dead letter. No payment for the land was made until 1818, and the account was not finally settled until 1820. This delay caused much discontent among the landholders, and increased the difficulties which Captain Sackville had to contend with in procuring coolies, supplies, &c.† He appears to have carried the new road as much as possible along the old line, and through waste land and jungle.

	Sa. Rs.
Stationery	60
2 Sircars at 15	30
1 Tindal	6
10 Laskars at 5	50
3 Harkaras at 5	15
Total ...	161

Difficulty of procuring labour.

The difficulty of procuring labour was felt most severely between Cuttack and Balasore. Between the former place and Pooree coolies flocked to the works of their own accord. It is not difficult to account for this fact, as the northern part of the province was far more thinly populated than the southern, and certainly contained more waste land. The greater part of the earth-work of the road between Cuttack and Pooree was completed in 1813, but it was not reported as "passable" until 1817. While the road was under construction, and until the earth-work was thoroughly consolidated, a temporary roadway, 35 feet broad, was set apart at the foot of the slopes of the embankment, and no traffic allowed on the raised road.

Bridges.

The bridges were built almost entirely of stone taken from the ruined forts and temples in which the province then abounded. Constant quarrels arose between Captain Sackville, who claimed them as Government property,

* This officer made the first map of the province in 1813.

† For a statement of lands taken for the Jagannath road, *vide* Vol. XV, Collectorate Letters Sent. The total amount of land taken up between Balasore and Cuttack was 1,698 beegahs; the amount of revenue remitted on this account, Rs. 3,615 (sicca) yearly. North of Balasore the road followed the old line, and no compensation appears to have been given for much of it.

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and the *zamindars,* who asserted that they belonged to them. It was finally decided, after reference to Government, that they should be paid for. The road between Cuttack and Bhadrak was completed about 1819, and from that place to beyond Balasore in the following year.

Obstruction of drainage.

Many complaints were made that it seriously obstructed the drainage of the country and prevented the cultivation of the land by damming up the water on the west and preventing it from flowing to land which required it on the east. It was admitted that sufficient culverts and bridges had not been provided, and they were ordered to be constructed. But there was considerable delay in carrying out these orders, so the people took to cutting the road in many places to let the accumulated water escape. This practice became so prevalent in 1820, especially in the neghbourhood of Bhadrak, that a series of rules were passed by Government with the object of remedying the evil. Any person requiring a culvert was to apply to the Collector by petition. The Collector, after consulting the superintendent of the road, was to forward the petition, with his opinion recorded on it, for the orders of the Commissioner, who had power to order the construction of culverts wherever he thought them necessary. The Magistrate made known these orders by proclamation, and warned the people of the severe penalties which would be incurred by any one resorting to the former practice.

Completion of the Jagannath road.

The road was reported to be complete in 1825, and Captain Cheape was deputed to survey and report on it. It was he who first suggested the metalling of the road, a work which was not completed until a few years ago. In 1826 the road was divided into two parts, and Captain Shortland appointed to the charge of the southern half. In 1827 sarais for the accommodation of pilgrims and travellers were erected at Bhadrak, Akhuapada, Balasore, Bastah, and Rajghat. The money was given by a Hindu nobleman of Bengal as a means of assisting pilgrims to Jagannath. He also gave money for numerous bridges on the road, all of which have to this day a stone slab let into the parapet recording his name and munificence in Persian, Sanskrit, Uriya, and Bengali. There is one just at the turn of the road south of Kokwakhai, where the Jajipur road turns off, and many between Akhuapada and Balasore. Bungalows were built at Baripur and Balasore. Bungalows had been built at Simliah and Barambardah as early as 1805. Groves of mango and other trees were planted by Government to afford shade to travellers at

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various places, and the *zamindars* were asked to plant similar topes along the road where it passed through their estates; but few complied with this request.

Churaman Canal.

Only one other public work of any great importance was undertaken between 1803 and 1828. This was the Churaman Canal, which was designed for the transport of salt from the Dhamrah and other arangs to Churaman, whence it was shipped to the Calcutta sadr golas direct. It was conmenced in June 1825 under the superintendence of a Mr. Schultz, who was succeeded by a Mr. Pennington. The difficulty of procuring coolies was more than the European superintendents could overcome, and the work was therefore finished, as far as it went, by a native contractor about 1826, when the project appears to have been abandoned and left unfinished. It was repaired from time to time, but is now for the most part silted up, and a bund has been built across it at Mandari, two miles south of Churaman.

Embankments.

The early records give but little information on this important subject. It is clear, however, that from time immemorial the cost of keeping up embankments (or the "pulbandi abwab") had been included in the *jama* payable by *zamindars,* and that the repairs had been executed, when executed at all, solely by them and apparently without any interference on the part of the Government in power for the time being. At the close of each year the Maratha Government allowed a deduction from the *jama* on account of the repairs executed during the year: whether or not they took any measures to ascertain exactly what sums had been spent by the *zamindars* on these repairs, is not clear. It is probable that they left the matter solely in their hands, trusting that self-interest would lead them to carry out their engagements and responsibilities, at least as regarded their own estates.

When we took the province in 1803 the control and repairs of the most important embankments were at once taken in hand by Government, but at the *zamindars'* expense. The minor embankments appear to have been left under the sole charge of the *zamindars.* It would appear that they had been in the habit of wilfully ignoring their responsibilities and letting the embankments fall into disrepair.

In a petition to Government in 1808, they complain of the increased cost of the Government supervision, and that higher rates are given than those at which they could get the work done. This is explained by the fact that whenever they did any repairs at all, they compelled their

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ryots to turn out and work either for nothing or at very inadequate rates of payment. They begged that the repairs might again be entrusted to them, and a deduction made on this account from their *jama*, as was the practice under the Marathas. This request was not complied with.

First "Committee of Embankments."

In 1809 a Committee of Embankments, composed of the Judge, the Collector, and the Salt Agent, was constituted under Regulation VI of 1806. Estimates for repairs were submitted by the Collector to the Committee, who, on passing them, forwarded them for sanction to Government. The repairs were carried out by the Collector with the help of native darogahs, whom he could not possibly check or supervise, and the accounts of them submitted for the approval of the Committee. The embankments which had been left in the hands of the zamindars could, if not repaired and properly kept up by them, be repaired by the Committee at their sole cost. This arrangement does not appear to have worked well, chiefly owing to the want of trustworthy European agency to carry out the orders of the Committee—a defect shortly afterwards remedied by the appointment of Lieutenant Sandys as Superintendent of Embankments. The Committee complained that the Collector did not keep it duly informed of the details of the works, and he retorted that he was obstructed by it in the execution of them. It therefore recommended in 1814 that the petition which the *zamindars* had given in 1808, and which has already been alluded to, should be granted; but the Government replied that the experiment had been tried in Burdwan with the most disastrous results, and that it was not for a moment to be entertained for Orissa.

In the same year the Court of Directors wrote as follows: "We are concerned to find from the report of the Committee of Embankments in Cuttack, that notwithstanding the large sums which have been annually appropriated by Government to the repairs of the bunds, these works have been shamefully neglected; that the money which should have been applied to their construction and maintenance has been embezzled by the darogahs; that the ryots, through fear of inundation, have been deterred from undertaking the cultivation of waste lands; and that the *zamindars* have been disabled by the destruction of their crops from paying the revenue for which they had engaged." In January 1807 the Collector writes: "The bunds constructed by Lieutenant Sandys were the only good and substantial ones in the southern division. The smaller ones, though generally estimated for, are repaired by the *zamindars* themselves. The ryots employed by the *zamindars* on bund

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work receive 3 pans of cowries a day, which at the selling rate of cowries is less than (sicca) Re. 1 a month, and they are satisfied with this.* During the short time we have been in possession of this province the embankments have cost Government the enormous sum of (sicca) Rs. 4,29,000 (Co.'s Rs. 4,57,600), a sum sufficient to build up every bund anew from its foundation."†

For the better supervision of these works the province was in 1818 divided into two parts, and Mr. R. Becher was appointed Superintendent of Embankments in the northern, and Mr. Peach in the southern division. Mr. Ince, the assistant to the superintendent of the Jagannath road, had charge of the Rahang embankments, and drew for this work an extra allowance of Rs. 100 (sicca) per mensem. In 1819 the functions of the Committee of Embankments were transferred to the divisional Commissioner, the accounts and records being kept partly in the Magistrate's and partly in the Collector's office until December 1822, when they were all deposited in the latter.

Repair of revetment.

In the same year the stone revetment which protects the town of Cuttack from periodical inundation, and which is said to have been originally constructed in A.D. 1006 by Markat Kesari, and subsequently restored and repaired by the Marathas, urgently required repair, and Mr. J. Blechynden was appointed to supervise the work.

PUBLIC BUILDINGS.

A short notice of the chief public buildings in Cuttack may not be out of place in this chapter.

Collector's cutcherry.

Up to the year 1806 the Collector drew a monthly allowance and provided his own cutcherry, which he held in his private residence. This arrangement leading to much inconvenience, the Government purchased in 1806 Mr. Groeme's residence and converted it into a public cutcherry. It was situated within the limits of cantonments, on the south bank of the Mahanadi, but I am unable to fix the exact site. Here it remained until 1818, when further accommodation being required, the Government purchased for Rs. 7,500 (sicca) Mr. Trower's residence on the site of the present Telegraph Office. In 1828 this building was converted into a church by pulling down the dividing walls, and the Collector's office was removed to the building in which it is now located, and which

* The contract rate paid by Government was in 1817 sicca Re. 1, and in 1818 sicca Rs. 1-4, per 1,000 cubic feet.

† Manuscript records, Cuttack, 17th January 1817.

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had been purchased by Government from Mr. Pakenham in 1825 and considerably altered. It was originally built by Mr. Impey, the Judge, as his private residence, and from the proceedings of a court of inquiry appointed in 1820 to investigate his conduct, it would appear that he procured stone for his building from the old forts at Sarangarh, with masons and other labourers to work it up, by means of parwanas issued on the police.

Judge's cutcherry.

The Judge held his cutcherry up to October 1814 in the old Maratha palace and cutcherry, which were situated between the present Collectorate offices and the residence of the Commissioner at Lalbagh, which latter was built as his private residence by Mr. Becher, the Salt Agent of the southern division. It was here that both the Mughal and Maratha subahdars held their court; and a Mr. Cartwright, who in 1632 paid a visit to the "Governor of Coteke" (*sic*), described his residence as the "stately court of Malcandy," whatever that may mean.* Captain Sackville gives the following description of these buildings as they existed in 1812:—"Both the cutcherries were built as such by the Marathas about twenty-five years ago, and consisted of one room nearly square and built entirely of stone. These rooms had one face open to the north-east, with a terrace fronting and the rest enclosed by walls 2 feet thick, which, with intermediate pillars, supported the roof and formed spacious rooms very well adapted for the purpose for which they were built." The alterations made by the English not having been pucka, white-ants got into the roof and walls, and did such damage that the building was rendered unsafe; and this led to the construction in 1813 of the present Judge's cutcherry, which was first occupied in October 1814.

I find no mention of the Commissioner's cutcherry in the records of the period under review—for 1803 to 1828—and the present building was probably not built until after the latter year.

TRADE—PRICES—WAGES, &c.

Export trade.

From the fact that the Dutch, French, Danes, and English, all established factories there about the middle of the seventeenth century, it is evident that Orissa was once a province of more commercial importance than when we took it. The first English settlement at Pipli on the Subanreekha was established as early as 1634 A.D.

* Sterling's account of Orissa, page 29.

The incursions and oppressions of the Marathas soon put an end to whatever commercial prosperity the province may once have possessed, and the trade in rice and salt, which had survived Maratha misrule, was considerably diminished when the Government asserted its right to the monopoly of the latter article.

When we took the province, however, considerable quantities of these articles were still exported from the ports of Balasore, Dhamrah, and Churaman, which were chiefly frequented by three kinds of crafts, viz. (1) Maldive vessels, which brought cowries, cocoanuts, coral, and dried fish, and took back rice and earthen pots; (2) sloops which carried the Government salt to Calcutta; and (3) sloops, called "hollas" built at Contai and Hidgellee, which only came in the cold season and carried rice to Calcutta. The Rajah of Kanika carried on a considerable trade in rice on his own account, and large numbers of swine and horned cattle found their way by land to the Calcutta market. The export trade, however, gradually dwindled down to a fraction of its former importance. Writing in 1813, the Collector says: "The only articles exported are rice and a little salt, about three lakhs' worth. Trade is hardly now known even by name." Whatever there was was confined to the district of Balasore.

Internal trade.

The internal trade of the province, if it may be so called, was limited to the supply of rice and other articles of every-day use or consumption to the larger towns, and to the mutual exchange of surplus produce and articles of home manufacture at the hâts or markets in the interior. An attempt was made, in consequence of a local scarcity in Pooree, in 1804 to open out a trade with Ganjam. The Collector of that place was asked to call the principal merchants together and take their opinion on the subject. They all, however, "with one voice declined taking grain to so uncertain a market on their own account, as they must do it to an evident loss."

Supply of grain to the towns.

The grain markets, in Cuttack and Pooree especially, were in the hands then, as now, of the dandidars and beparis, who so regulated the supplies coming into the town as to keep up prices. When the rivers rose to an unusual height, or the crops failed to any considerable extent, the difficulty which the inhabitants of Cuttack experienced in getting food was extreme. The military authorities were constantly representing to the civil officers the difficulties they had in getting supplies for the troops. They asserted that they had often to go without sufficient food for

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several days together, and declared that unless this state of affairs were remedied, the sepoys would lose all sense of discipline, and setting their authority at defiance, plunder the grain shops in the town of Cuttack. The Collector says on this subject:—"From some unaccountable cause the villagers are averse to bring their grain to Cuttack, in consequence of which the inhabitants are frequently several days without food."

In consequence of these complaints the Collector was authorized in 1805 to advance a sum of (sicca) Rs. 10,000 for the purpose of purchasing and storing a supply of rice for the town of Cuttack and for the military or cantonment bazaar. A godown was built for the storage of this large stock, and a public market established for its sale on the site of the present Chandni Chauk. Mr. Beames has kindly furnished me the following note on this subject, extracted from the Balasore records:—

"Cuttack now begins to be noticeable, as it is at frequent intervals throughout the early years of British rule as a place in constant want of supplies and always on the verge of famine. On 1st December 1803 an urgent call is made for 15,000 maunds of rice from Balasore; again on the 1st June 1804 Captain Morgan is ordered to warn all pilgrims of the great scarcity of rice and cowries at Cuttack, and to endeavour to induce them to supply themselves with provisions before entering the province; on the 1st September 1804 a third call is made on Balasore for 20,000 maunds of rice, which were accordingly despatched in boats from Dhamrah and Churaman. A long correspondence follows, in the course of which occurs an important letter of Captain Morgan's, dated 27th September, and marked 'private,' in which he explains the cause of the continual scarcity at Cuttack.

"He begins by pointing out that twenty miles north of the Mahanadi there was no scarcity at all; that Balasore had rice in store enough for three years' consumption, and it was selling at 65 seers (of 80 tolahs) for the rupee: there were immense stocks at Dhamrah and Churaman intended for export to Madras, and consequently he concludes that the scarcity of rice at Cuttack is not natural, but must have been artificially produced. In examining the causes for this state of things, he arrives at the following conclusions:—

"1. The large number of Marathas still resident at Cuttack are bitterly hostile to the English, and do their best to stop the import of rice in the hope of starving us out. They have ceased to import from Sambalpore, as they used to, for the same reason; and having long had relations with the ryots, many of whom still hold their advances for

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grain unliquidated, they are able to prevent them from bringing in grain to Cuttack.

"2. The ryots have hitherto always been accustomed to give up nothing until they were compelled. The Marathas took what they wanted by force, and the ryots did not understand our wild method of asking for and paying for what we wanted; they took it for weakness, and were so elated at their release from oppression, that they thought themselves quite independent and would do nothing to oblige any one.

"3. The amils were in league against us, as they had for a long time taken advantage of their position to hold the lion's share of the profitable export trade to Madras, and did not wish to sell in Cuttack.

"4. The commissariat officers were shamefully inert and incompetent, and notwithstanding all the above drawbacks, could, if they would only exert themselves, collect a much larger supply than they did. Colonel Harcourt appears to have taken some effective steps to remedy this state of things, for no further rice was required from Balasore during 1804 or 1805."

Land was offered rent-free in perpetuity to any merchants who would establish grain shops near the site of the public market. It was at this time, and in consequence of this offer, that a row of houses arose on either side of Chandni Chauk, some of which exist in a dilapidated condition to the present day. The old pucka building at the south-west end of the street, still used as a grain market, was not built until 1823.

Scarcity in 1806—Failure of rains.

These measures gave temporary relief to the inhabitants, but in the following year (1806) the grain market appears to have been tighter than ever, owing to the total failure of the rains between 17th September and 18th November, and the consequent loss of crops. The complaints and remonstrances of the military authorities became more frequent in number and almost offensive in tone.

The Magistrate in despair ordered that all the grain brought into the town should be sold at the public market only, and police were stationed at the various ghâts to enforce this order. This measure, however, only defeated itself and played into the hands of the dandidars and beparis, who gave out that the Magistrate intended to seize and confiscate all the grain brought into the town and distribute it to the troops gratis. The zamindars were also ordered to send in supplies from the interior. These measures were severely condemned by the Governor-General in Council, and their future discontinuance insisted on.

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In July of the following year (1807) the usual lightness of the grain market was enhanced by exceedingly high floods, which cut off temporarily communication between Cuttack and the interior. The usual recriminations ensued between the civil and military authorities, and the latter seem to have somewhat exaggerated the difficulties of the situation. In a report to Government dated 6th July 1807, the Collector says: "The town of Cuttack depends chiefly on the wholesale dealers or beparis for supplies of grain, so that when the intercourse is obstructed by temporary inundation, the troops and inhabitants are forced to purchase from the moodis or retailers. The price is consequently enhanced, and the augmentation producing a degree of discontent, the existence of a scarcity is industriously circulated and stubbornly believed." The pressure was always greatest during the months of July, August, and September, on account of the difficulties of transit from the interior, and also because the *zamindars* and mofussil *mahajans* were unwilling to dispose of their surplus produce until the safety was assured of the crop then on the ground.

Scarcity of 1807—Floods.

Another partial failure of the rice crop occurred in 1809, and prices being from 8 to 10 seers higher than usual, all the former difficulties were revived. The merchants, profiting by experience, bought up all the grain on which they could lay their hands. The Magistrate, in the hope of avoiding previous difficulties, advanced sicca Rs. 1,000 from his own pocket to purchase supplies for the use of the troops. When this news got abroad, the grain dealers industriously circulated a report that the person employed by the Magistrate to purchase grain in the interior had an absolute monopoly of the whole supply of the province. He had therefore to be recalled. The moodis attached to the cantonment bazaar then resorted to the expedient of proceeding out of the town to meet the beparis coming in with supplies, which they thus procured at a lower rate than that which the former could command at the public market. The beparis then declared that they would not come with grain to the town unless this practice was put a stop to. This was done, and stringent orders were issued by the Governor-General in Council prohibiting the interference of any Government officers with the grain market.

Scarcity of 1809.

In 1818, however, when Mr. Turnbull was Magistrate, he granted a parwana to one Gaurhari Chaudhari, appointing him bazaar chaudhari. This person at once began to levy fees on the moodis, or retail dealers, at the

Appointment of bazaar chaudhari.

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rate of one to two annas a month, and also compelled them to pay rateably the losses incurred by the jail moodi in supplying the prisoners at the fixed Government rates. In 1821 the office of the bazaar chaudhari was abolished, and a proclamation was issued declaring the freedom of trade and the absence of all restrictions affecting the grain market. These measures had the desired effect, and no more is heard up to 1828 of any great difficulty in procuring supplies either for the troops or the inhabitants of the town. For a price list of several years, see Appendix No. III.

Wages.

Besides the subject of supplies of grain and other food staples to the town of Cuttack, the question of wages was frequently in dispute. It was the custom for the Magistrate to give a *nirakh* for the price of labour as well as of food. It was not originally intended that this *nirakh* should be anything more than the publication for general information of the rates current in the labour market and in the bazaar; but in the absence of free trade it became a matter of general belief that these rates were held binding on hirer and labourer, on buyer and seller. The practice was in accordance with this belief. As the Marathas had been in the habit of impressing labourers and paying them, if at all, whatever they thought fit, the practice of fixing a *nirakh* was looked upon with favour rather than otherwise by all parties concerned. It was only when it was changed that any disputes arose.

Thus in 1806, when the Magistrate raised the rates for labour, owing probably to the dearness of food, a number of coolies at work within the fort at the old rates struck work and demanded the benefit of the increase according to the *nirakh* fixed by the then Magistrate. The military authorities, who were the employers, offered only the rates fixed by the Magistrate's predecessor, and wrote indignantly to the Magistrate demanding that the coolies should be punished for "contumacy." The Magistrate pointed out that the *nirakhnama* was not binding on either party, the old custom of making it so having been abolished by the extension to Orissa of the Bengal regulations. The military authorities failed to see the matter in this light, and a long and rather warm correspondence ensued, which was finally referred to the Governor-General in Council.

It was then laid down that the publication of a table of current prices and rates of wages was to be continued, but that it was not to be in any way binding on any one, or subversive of the principles of free trade.

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[library stamp]

From the Magistrate's *nirakhnama* of 1805, I have been able to extract the following rates current in that year. The currency is the sicca rupee.

Bricklayers, iron smiths, carpenters, thatchers, tailors, and syces, got Rs. 3; and sawyers, stone-cutters, tailors, Rs. 4 per mensem; grass-cutters, sweepers, and other inferiors, Rs. 2. Palki-bearers, if hired by the month, were paid at a monthly rate of Rs. 2-8 when halting, and Rs. 3-8 when marching. If hired by the stage, they only got 2 annas for the job. Ordinary male coolies, if hired by the month, got Rs. 2-8, and women and boys Rs. 1-14. The daily rate for male coolies was 1 anna 10 pies, and for boys and females, about 1 anna or a little less.

The above daily rates had increased in 1814 from 2 annas to 3 annas per stage for palki-bearers, and from 1 anna 10 pie to 2 annas per diem for coolies. In 1812 an indignant traveller complains against the darogah of Bhadrak for having extorted the exorbitant sum of 4 annas a day for coolies. In 1814 the daily hire in Cuttack of a bullock-cart was 4 annas, and the same for a pack bullock. For a journey from Cuttack to Balasore the hire of a bullock-cart was Rs. 5; to Midnapore, Rs. 10. For a pack bullock for the same journeys the rate was exactly half. These rates must have left a considerable margin of profit to the owner, as the Magistrate in 1817 says a man and two bullocks could live in the mofussil for 1½ annas a day. For other prices, &c., see Appendix III.

It remains to mention under this section several attempts which were made at various times between 1803 and 1828 to develop and improve the material resources of the country.

Attempts to develope the material resources of the country.

In 1810 a Mr. Andrew Duncan obtained the permission of the Governor-General in Council to investigate the mineral resources of the country between Balasore and Beerbhoom, and the Government officers in Orissa were ordered to afford him every assistance in their power. As far as Orissa is concerned, nothing came of this project.

Minerals.

About 1815 a Mr. Wilkinson established himself inside the old fort of Raibama, seven miles north of Jellasore, as an indigo planter, and the ruins of his vats are still to be seen. He was involved in constant disputes with the Rajah of Moharbhanj, in which the authorities were against him. The undertaking consequently failed, and was abandoned. There was another factory on the north of the Subanreekha, in the town of Jellasore, part of the buildings of which are now used as the Govern-

Indigo.

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ment post-office. The question of reviving the manufacture on behalf of Government was mooted in 1817. It was thought that as a plant like indigo grew wild in several of the Garjat estates, *e.g.* Moharbhanj, Dhenkanal, and Keonjhur, it might pay to cultivate it. Nothing, however, was done.

Cotton.

In 1825 an attempt was made to introduce tbe cultivation of Bourbon cotton. The site selected for the experiment was a piece of land, about 200 acres in extent, at the bifurcation of the Birupa and Mahanadi rivers, near the site of the present bungalow at Jagatpur. The land was rented at Re. 1 per acre and cleared of jungle. The most sanguine expectations of success were entertained, the estimated outturn being 200 maunds at sicca Rs. 20 per maund. The actual outturn was, however, only 36 maunds, and after costing about sicca Rs. 1,500, the experiment was abandoned as a failure, and was not repeated.

Wild ganja or patti, sugarcane, tobacco, and other crops, have all been "officially cultivated" at various times, but none ever proved a success.

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PART IV.

APPENDICES I, II, AND III.

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APPENDIX I.

1	2	3	4	5	6	7	8	9	10
Regulation under which settlement was made.	Period of settlement.	For what years current.	Average yearly jama of each settlement in Company's rupees.	Increase made at each settlement to the average annual jama in Company's rupees.	Percentage of the average annual jama collected yearly during the currency of each settlement.	Average number of estates sold each year during the currency of each settlement by public auction for arrears of revenue.	Total sadr jama of the estates mentioned in column 7, in Company's rupees.	Average number of estates sold by private sale each year during the currency of each settlement.	Sadr jama of the estates mentioned in column 9 in Company's rupees.
Regulation XII of 1805 ...	One year ...	A.D. 1804-05 ... ... Amli 1212	13,14,825	......	*	*			
Ditto ..	Three years	A.D. 1805-06 to 1807-08 ... Amli 1213 to 1215	14,35,354	1,20,529	94	132	1,66,213	69†	96,073
Regulation VI of 1808 ...	One year ...	A.D. 1808-09 ... ... Amli 1216	14,38,912	3,558	95	91	21,410	66	81,728
Ditto ...	Three years	A.D. 1809-10 to 1811-12 ... Amli 1217 to 1219	15,02,954	64,042	84	90	68,280	133	1,53,233
Regulations XIII of 1811 and I of 1813.	One year ...	A.D. 1812-13 ... ... Amli 1220	15,51,893	48,939	70	50	40,666	132	1,43,572
Ditto ...	Two years ...	A.D. 1813-14 to 1814-15 ... Amli 1221 to 1222	15,75,252	23,359	73	54	30,086	84	80,986
Regulation III of 1815 ...	One year ...	A.D. 1815-16 ... ... Amli 1223	16,16,561	41,309	65	94	67,027	99	1,02,629
Regulation VI of 1816 ...	Three years	A.D. 1816-17 to 1818-19 ... Amli 1224 to 1226	16,37,924	21,463	27	44	36,614	*	*
Regulation XIII of 1818 ...	Ditto ...	A.D. 1819-20 to 1821-22 ... Amli 1230 to 1234	15,27,834	‡	*	6	2,949	*	*
Regulation VII of 1822 ...	Five years ...	A.D. 1822-23 to 1827-28 ... Amli 1230 to 1234	15,89,585	61,751	*			*	*

* No figures available. † Two years' average. ‡ Decrease of Rs. 1,10,090.

N.B.—The figures in this statement are based on the enclosures of a letter from Collector to Board of Revenue, dated 23rd May 1817.

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APPENDIX II.

Alphabetical List of Officers who served in Orissa from 1803 *to* 1828.

Name.	Date of Appointment.	Nature of Appointment.	REMARKS.
Ainslie, M. ...	8th July 1814 ...	Acting Judge and Magistrate of Cuttack.	
	22nd Nov. 1814 ...	Register of Zillah Court of Cuttack.	
Barwell, A. C.	4th June 1813 ...	Assistant to Salt Agent, Cuttack, or	Southern agency.
	19th Feb. 1814 ...	Ditto ditto Balasore, or	Northern ditto.
	1827 ...	Acting Collector of Cuttack.	
	14th Feb. 1828 ...	Salt Agent, Cuttack.	
Becher, C. ...	20th Dec. 1811 ...	Salt Agent and Collector of Customs, Cuttack.	
Blunt, W. ...	31st May 1816 ...	Superintendent of Police in Bengal, Behar, and Orissa.	
	4th Feb. 1820 ...	Commissioner of Cuttack.	
Buller, C. ...	2nd Sept. 1808 ...	Settlement Commissioner, Cuttack	Member of Board of Revenue.
Cartwright, C. N.	1825 ...	Acting Joint-Magistrate and Deputy Collector, Balasore.	
Colvin, A. J. ...	24th Jan. 1815 ...	Register of Cuttack Zillah Court, and Joint-Magistrate at Balasore.	Subsequently transferred to North-West Provinces.
Dent, W. ...	28th April 1818...	Assistant to the Secretary to the Commissioner in Cuttack.	
	21st Jan. 1820...	Officiating Register and Assistant to Magistrate of Cuttack.	
	12th May 1820...	Acting Joint-Magistrate and Deputy Collector at Balasore.	
	19th March 1824...	Joint-Magistrate and Deputy Collector at Khurdha.	
	1824...	Acting Collector of Cuttack.	
	2nd June 1825...	Assistant to Salt Agent and Officiating Secretary to Commissioner.	
	29th „ 1826...	Joint-Magistrate and Deputy Collector, Balasore.	
Ewer, Walter ...	28th March 1817...	Special Commissioner for Khurdha riots.	Also acted as Judge and Magistrate for a short time.
Fauquier, F. ...	26th Feb. 1808 ...	Collector of Cuttack.	
Forrester, W. ...	17th Dec. 1816 ...	Register of Zillah Court and Joint-Magistrate of Balasore.	Committed suicide at Cuttack, January 1827.
	21st July 1818 ...	Deputy Collector and Joint-Magistrate at Khurdha.	
	4th Feb. 1820 ...	Judge and Magistrate of Cuttack.	
Groeme, C. ...	16th June 1804	Judge, Magistrate, and Collector of the Southern Division of Cuttack.	
Hartwell, G. ...	1803 ...	First Assistant to the Commissioners for settling the affairs of Cuttack.	
	16th June 1804 ...	Register to the Judge and Magistrate of the Northern Division.	
	20th Augt. 1805...	Register to Judge and Magistrate of Cuttack.	

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APPENDIX II.

Alphabetical List of Officers who served in Orissa from 1803 *to* 1828.—(Continued.)

Name.	Date of Appointment.	Nature of Appointment.	REMARKS.
Hunter, J. ...	9th Sept. 1803 ...	Second Assistant to the Commissioner for settling affairs of Cuttack.	Deputed as Collector to Pooree.
	16th June 1804 ...	Register to Judge and Magistrate, Southern Division.	
	27th Feb. 1806 ...	Collector of the tax on pilgrims.	
Hunter, R. ...	23rd October 1828	Magistrate and Collector of the Central or Cuttack Division of Cuttack.	Became Commissioner in 1832.
Impey, E. ...	13th May 1814 ...	Judge and Magistrate of Cuttack and Superintendent of Tributary Mehals.	Suspended 30th July 1819; dismissed the service, 27th November 1822.
Ker, Robert ...	16th June 1804*...	Judge, Magistrate, and Collector of Northern or Balasore Division	Was the first incumbent of all three appointments. * Did not take charge until 19th November 1804.
	29th Augt. 1805 ...	Judge and Magistrate of Zillah Cuttack.	
	28th April 1818 ...	Commissioner of Cuttack.	
King, J. ...	10th Dec. 1805 ...	Salt Agent and Collector of Customs, Cuttack.	
Melville, Hon'ble W. L. ...	16th Sept. 1817...	Acting Joint-Magistrate of Cuttack	Also acted for a short time as Judge and Magistrate of Cuttack, and as Joint-Magistrate of Balasore during second half of the year 1817.
	30th Augt. 1819...	Ditto ditto at Pooree.	
Middleton, C. J.	1824	Acting Judge and Magistrate of Cuttack.	
Mitford, R. ...	20th July 1810 ...	Officiating Collector of Cuttack.	
Pakenham, Thos. ...	3rd Sept. 1819 ...	Collector of Cuttack.	
	3rd Jan. 1828 ...	Commissioner of Cuttack.	
	8th March 1827...	Judge and Magistrate of Cuttack.	
Richardson, J....	1813	Settlement Commissioner in Cuttack.	Member of Revenue Board.
Ricketts, H. ...	4th Jan. 1827 ...	Joint-Magistrate and Deputy Collector at Balasore.	Became Commissioner of Cuttack in 1836.
	23rd Oct. 1828 ...	Magistrate and Collector of Northern or Balasore Division.	
Sage, J. ...	... ...	Officiating Judge and Magistrate of Cuttack.	Continually under suspension.
Sterling, A. ...	10th Oct. 1817 ...	Secretary to Commissioner of Cuttack.	Also acted for a short time as Collector of Cuttack.
Stockwell, Geo.	1st March 1829...	Commissioner of Revenue and Circuit of the 19th or Cuttack Division.	

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APPENDIX II.

Alphabetical List of Officers who served in Orissa from 1803 *to* 1828.—(Concluded.)

Name.	Date of Appointment.	Nature of Appointment.	REMARKS.
Trower, W. ...	8th Feb. 1812 ...	Collector of Cuttack ...	Held the office for six years.
Turnbull, M. H.	28th April 1818...	Officiating Judge and Magistrate of Cuttack.	
Ward, W. C....	27th Feb. 1809 ...	Register of Zillah Court of Cuttack.	
	11th Sept. 1813 ...	Officiating Judge and Magistrate, District Cuttack.	
Ward, J. P. ...	29th July 1814 ...	Acting Collector of Cuttack.	
Waring, E. S....	5th Jan. 1811 ...	Collector of Cuttack.	
Wilkinson, W.	28th April 1818 ...	Assistant to Magistrate of Cuttack.	
	4th Feb. 1820 ...	Joint-Magistrate and Deputy Collector of Khurdha.	
	19th March 1824...	Joint-Magistrate and Deputy Collector at Balasore.	
	23rd Oct. 1828 ...	Collector and Magistrate of Southern or Pooree Division of Cuttack.	
Warde, G. ...	Sept. 1808 ...	Assistant to Settlement Commissioner* in Cuttack.	* Mr. Buller.
	1813 ...	Secretary to Settlement Commissioner† in Cuttack.	† Mr. Richardson.
Webb, Geo. ...	18th July 1805 ...	Collector of Cuttack.	
	26th Feb. 1808 ...	Judge and Magistrate of Cuttack	

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APPENDIX III.

Table of wholesale rates current in the Mofussil for various articles of common consumption between the years 1811 and 1817, as furnished by the Police Darogahs; with prices of various other miscellaneous articles.

Article.	No. of Cuttack seers of 105 tolahs per sicca rupee.							Average.
	1811.	1812.	1813.	1814.	1815.	1816.	1817.	
Arooa rice, 1st quality...	36	39	29	24	28	31	25	30
Ditto, 2nd „ ...	32	46	31	29	38	33	31	34
Usna rice, 1st „ ...	42	47	34	29	37	35	33	36
Ditto, 2nd „ ...	47	51	36	32	46	42	37	41
Paddy	97	112	83	78	85	100	75	90
Dal (harara)	14	15	17	18	19	21	15	17
„ (moong)	12	18	18	20	27	26	19	20
Biri (kalai) ...	39	43	42	40	33	33	26	36

	Sicca.							
	Rs.	A.	Rs.	A.	Rs.	A.	Rs.	A.
Salt per maund of 105 tolahs	4	0	4	0	4	0	4	0
Ghee ditto ditto ...	17	5	18	6	20	0	18	9

	Sicca.			
	Rs.	A.	P.	
Cotton, per maund of 80 tolahs ...	18	0	0	
Cotton yarn, ditto	120	0	0	Rs. 80 and Rs. 40, according to quality.
Sugar, ditto	8	0	0	
Betelnuts, ditto ...	6	8	0	
Common lamp oil, ditto ...	9	0	0	
Cocoanut oil, ditto ...	20	0	0	
Tobacco, ditto ...	4	0	0	to Rs. 6.
Country blankets, each ...	1	8	0	to Rs. 2-8.
Gunny bags ...	0	2	0	
Raw hides ...	0	12	0	
Cocoanuts, per 1,000	25	0	0	

Bengal paper, six quires per rupee.
Surki, three maunds of 105 of tolahs per rupee.
Lime, four maunds of 105 tolahs per rupee.
Bamboos, Rs. 2-8 per 1,000.
Rope, Rs. 8 per maund (Cuttack weight).
Stone masonry on revetment (contract), Rs. 25 per 1,000 cubic feet.
Earth-work and turfing, Rs. 5 per 1,000 cubic feet.

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APPENDICES.

Mr. STIRLING'S MINUTE ON TENURES IN ORISSA,

DATED 10th OCTOBER 1821.

1. The desire, repeatedly expressed by Government, to receive a fuller and more connected account than has hitherto been furnished of the state of landed property in this district, the different descriptions of tenures by which it is held, the classes of persons who have been admitted to engage as proprietors of the soil since the accession of the British Government, and the rights, privileges, and condition of the agricultural population of Cuttack generally, has induced me to digest into the form of a minute or memoir the information collected by me, and the opinions which I have formed on these highly important questions, whilst in charge of various revenue and judicial offices under the authority and control of the Commissioner.

2. Though not necessarily connected with the topics of discussion above indicated, I shall take advantage of the opportunity to submit my sentiments relative to the arrangements which it seems expedient to adopt on the expiration of the existing settlement, as also on other miscellaneous points connected with the future administration of the revenue affairs of the district.

3. I am fully sensible that the details which I am about to record will fall far short indeed of a complete determination of the principal questions at issue, considered even in the broadest point of view, and that my knowledge is particularly defective on the most important branch of the inquiry, viz. the rights and privileges of the ryots; but I conceive it my duty to supply, to the best of my ability, the species of information respecting the affairs of the district so often called for by Government, and I feel persuaded that, however imperfectly my task may be executed, considerable advantage will result from a comprehensive discussion and a right general understanding of the whole subject, which may open our eyes in some measure as to the state of things we shall have to encounter prior to our commencing the work of analyzing individual cases, and of attempting to re-settle the district on the principles prescribed by the recent orders and resolutions from the Territorial Department.

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4. Should my report be deemed worthy of any notice, I shall feel honored by its being laid before His Excellency the Most Noble the Governor-General in Council, through the customary channel.

5. The first branch of my subject may be conveniently considered under the two heads pointed out in the resolutions of Government in the Territorial Department, dated 22nd December 1820, viz. 1st, the nature and extent of the rights which the different classes owning, occupying, managing, or cultivating the lands in Orissa, or collecting the rents and revenues derived from them, enjoyed, or, according to the custom of the country and the sense of the people, were entitled to enjoy, at the period of our acquiring the province of Cuttack; and 2ndly, the degree in which those rights have been affected by the operation of our laws and the system of administration pursued by the executive officers, revenue and judicial.

6. On the conquest of Cuttack by the British arms, the jummabundee papers given in to the Commissioners appointed to manage its affairs by the phur nuvees, or record-keeper, and the principal sudder canoongoe of the Mahratta Government, exhibited the province in its too great geographical and political features of the Rajwareh, comprising the hilly country on the western frontier and extensive marshy woodland tracts along the sea-shore to the east, and the Mogulbundee or plain and open country into which the Mogul settlement and thannahs had been introduced; the former parcelled out in divisions called killahs, amongst certain Rajahs, sawunts, chieftains, or zemindars, who paid only a light inadequate tribute, and the latter divided into about 150 pergunnahs, under the management of thirty-two amils.

7. Nearly every pergunnah appears in those papers sub-divided with remarkable uniformity into some two, three, four, or more of the following allotments or mehals, viz. :—

Talooka chowdree,
Talooka canoongoe willaity,
Talooka canoongoe,
Talooka sudder canoongoe,
and
Talooka muzkooree, or moquddummee muzkooree, or simply muzkooree.

Many chowdrees and canoongoes are often exhibited as holders of talooks in one single pergunnah. In some comparatively rare instances a talookdar is observable who does not bear the title either of chowdree or canoongoe. The sudder canoongoes or mahashyes appear as talookdars in some of the pergunnahs only placed under their official control in the four divisions of Cuttack, Bhudruck, Soro, and Balasore. In a few of the northern pergunnahs, the sub-division of tuppah is used instead of talook. Under the head of Talooka Muzkooree, or Muzkooree, is specified in each pergunnah a number of mouzas stated to be under charge of, or the revenues paid through, (marifut) most commonly the moquddum, sometimes the karjee or other surberakar, and occasionally, but rarely, a talookdar or zemindar. Under this head also are comprised many of the lands called kureedghee bazay asamean, and a considerable number of the putnas.

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8. The only exception to the above general sub-division of pergunnahs into the talooks of chowdrees and canoongoes, and the separate villages of muzkooree moquddums, &c., is, that a few are entered entire as held by zemindars. The instances of departure from the general rule are so rare that they may without inconvenience be noted in this place. They are as follows :—

Pergunnah Coordais, } Zemindaree Narain Chotra.
Ditto Culjoory. }
Ditto Saibeer.—Zemindaree Rugoonauth Deo, Rajah of Putteah.
Ditto Ootikun.—Zemindaree of Bulbhudder Bhunj, Rajah of Kunka.
Ditto Shahabad.—Zemindaree Ram Ree and Gobind Raee.
Ditto Jynabad.—Nilkunt zemindar.
Ditto Sooltannaghur.—Zemindar Gobind Chunder.
Ditto Rahung Serain Chowbeescoodh and Limbaee.—Under amils, the latter in charge of moquddums.

9. In addition to the sub-division described in paragraph 7, should be noticed the smaller killajaut estates comprised within the limits of some of the south-east pergunnahs, and the mehals under Huzzoor Tehsil. The denomination of the holder or engager for the revenue of the former is rather irregularly entered. In some cases his name simply is specified; in other instances he has the title of Khundait, and often is called zemindar. Killah Koklo is written simply " Marifut Hulder Hurrichundun." The mehals under Huzzoor Tehsil were of a peculiar class; the Meersamanee, Khansamanee, Jam Dar Khaneh, Hur Nawabee, &c., consisting either of entire mouzahs and putnas, or of a variety of small parcels of land taken from the ruckba of a vast number of adjoining mouzahs. If of the former description, they were engaged for by the moquddum or the poorsettee; if of the latter, by the parties, or their heirs, in whose favor the several alienations were made: the rents of the whole of them being alotted as the pay and emoluments of particular departments of the Nawab's household and servants of the State. Their accounts were kept separately.

10. From the above statement it will be apparent that the denomination of zemindar was given in the official records of the Mahratta Government down to the latest period, to the holders only of one or more entire pergunnahs, and to the rajahs and khundaits of killahs; but in common language, and often in the later sunnuds of the ruling power, the titles of talookdar and zemindar were used as synonymous, and applied indifferently to the same individual; and it is quite notorious that the phrase Zemindarian-i-Pergunnah Fulan, or the zemindars of such and such a pergunnah, was in common use, by which it was intended to designate the chowdree and canoongoe talookdars.

11. I insert below specimens, selected at random, of the form of entry observed in the jummabundee papers of the Mahratta Government, which were translated and submitted by Mr. Trower to the Board of Revenue in 1813, under the name of pergunnah registers. An attentive consideration of these extracts must, I think, of itself lead to a pretty decided opinion as to the system on which the khalislh lands were held, managed, and superintended under the Native Governments of the country.

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Extracts.

Under charge of Dadoo Gobind Amil.

	Jumma settled for Kahuns. Puns.	Deductions on account of lakhiraj lands authorized. Charitable allowances, bund repairs, salaries, &c.	To be paid into the Cuttack Treasury. Kahuns. Puns.
Pergunnah Hurrihurpore.			
Talooka Gutteesur Chowdree	3,423 13 0	*Note.*—These are all detailed in a variety of separate columns in the original, but it is unnecessary to notice them here.	2,628 14 15
Talooka Chintamun Chowdree ...	12,178 8 0		91,032 6 10
Talooka Jyeram Canoongoe Willaity	5,926 15 0		4,310 15 6
Talooka Praundhun Canoongoe ...	1,378 13 0		1,046 13 0
Talooka Muzkooree.			
Mouzah Umdurrur, under charge of Bystum Churn Moquddum ...	1,271 8 0		1,002 6 0
Kismut Mouza Digessur by Sreekur Bissoee Moquddum	267 1 0		210 6 15
Mouzah Dewul Saee by Gopal Churn Moquddum	1,265 5 0		997 11 0
Mouzah Allah, &c., under charge of Goburdhun Maintee ditto	1,021 9 0		805 1 13
Mouzah Jugganatpore, &c., ditto Monohur Lall ditto...	1,093 11 0		861 8 10
Mouzah Busuntpore, ditto Hirday Maintee ditto ...	606 15 0		478 7 0
Mouzah Dersurdeolee, ditto Luchmun Bhartee ditto...	872 12 0		687 7 0
Koroedgheo, ditto Bazee Assamean ...	4,899 12 0		3,748 12 15
Sayor ...	3,035 5 0		......
Total of Pergunnah Hurrihurpore	37,241 15 0	......	25,910 9 5
Pergunnah Gunto Bissee.			
Talooka Bhagiruttee Chowdree ...	2,173 12 0		1,555 1 0
Talooka Puhlad Chowdree ...	2,434 5 0		1,728 3 5
Talooka Bhugwan Chowdree ...	3,164 2 0		2,215 9 0
Talooka Russeekchurn Canoongoe	2,760 15 0		1,951 6 0
Talooka Muzkooree.			
Mouzah Saligram, under charge of Nursing Maintee Moquddum ...	95 3 0		60 11 0
Mouzah Soolee Sasun, ditto Pahalad Muhapater ditto	91 2 0		65 10 0

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	Jumma settled for Kahuns. Puns.	Deductions on account of lakhiraj lands authorized. Charitable allowances, bund repairs, salaries, &c.	To be paid into the Cuttack Treasury. Kahuns. Puns.
Mouzah Poicaun, under charge of Sham Maintee Moquddum	181 6 0		123 1 15
Mouzah Bulrampore Khyrat of Somnat Bramin	1,500 0 0	1,500	
Khureedghee, under charge of Bazee Asamean	2,906 8 0		2,372 2 0
Sayeraut Jusmuntpore ...	725 5 0	......	......
Total of Pergunnah Gunto Bissee...	16,041 3 0	......	10,085 12 0
Pergunnah Khundee Bissee.			
Talooka Gopinath Chowdree	5,103 13 0		4,667 9 0
Talooka Khirteebaus Canoongoe ...	2,327 0 0		2,128 11 0
Talooka Sridhur Canoongoe	2,415 6 0		2,209 8 0
Talooka Sometnah Canoongoe ...	2,641 10 0		2,415 15 0
Talooka Uchootanund Canoongoe ...	4,102 2 0		3,753 2 0
Talooka Muzkooree.			
Mouzah Sidlow, under charge of Moochpaun Soonder Roy	256 12 0		232 10 0
Mouzah Doolteo Aimah ditto, ditto Permanud Maintee Moquddum ...	195 5 0	......	179 10 0
Total of Pergunnah Khundee Bissee	17,042 1 0	......	15,586 1 0
Under charge of Mohun Lal Amil. Pergunnah Randia Orgurrah, according to the year 1209 *U.*			
Talooka Sudder by Kishenpersaud Rai Mahashye (Sudder Canoongoe of Budruck)	5,814 0 0		5,140 14 10
Talooka Canoongoe Willaity by Jusmunt Rai	2,216 0 0		1,995 9 0
Talooka Fakeer Chowdree ...	1,825 15 0		1,637 6 0
Talooka Bipchurn Chowdree	20,489 5 0		18,177 13 0
Talooka Deenbundoo Mungrauje ...	4,363 7 0		3,810 10 0
Muzkooree.			
Mouzah Churnea by Sham Jee Moquddum	886 10 0		855 14 0
Kers by Bhagwut Maintee Karjee	792 7 0		782 7 0
Mouzah Nuppung by Nowul Kissore Moquddum	24 2 0		23 13 0

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	Jumma stteled for Kahuns. Puns.	Deductions on account of lakhiraj lands authorized. Charitable allowances, bund repairs, salaries, &c.	To be paid into the Cuttack Treasury. Kahuns. Puns.
Mouzah Phoordung by Sridhur Mainty Karjee	63 12 0		63 0 0
Mouzah Koonthulla by ditto ditto	187 14 0		185 13 0
Mouzah Baunta Khyrat by Mohunt Ram Rutun Doss	300 0 0	......	300 0 0
Total of Pergunnah Randia Orgurrah	36,944 6 0	......	32,688 1 0
Pergunnah Durachour under Juggernauth Paharaj Amil.			
Talooka Sudder ...	2,045 6 0		1,771 6 0
Talooka Chowdree ...	2,544 10 0		1,298 13 0
Talooka Canoongoe Willaity	416 4 0		177 6 0
Mouzah Jamsoolee, &c. ...	2,323 4 0	......	2,323 4 0
Total of Pergunnah Durachour ...	8,229 8 0	......	5,570 12 0
Pergunnah Balkhund.			
Talooka Kishenporsaud Rai Mahashye (Sudder Canoongoe)	3,731 0 0		3,033 3 0
Talooka Oochubanund Putnaick Canoongoe Willaity	8,336 0 0		7,214 5 0
Talooka Bikrum Chowdree ...	8,687 0 0		7,479 15 0
Talooka Soobulohurn Chowdree ...	520 0 0		449 12 0
Muzkooree Moquddum.			
Mouzah Kuunye Binda, under charge of Mokoond Mahapator ...	717 0 0		634 2 0
Kereedghee Bazee Asamean	915 5 0		915 5 0

12. When the first settlement of the revenues of the province was formed in 1212 Umlee, by the British Collectors, the whole of the individuals whose names were found in the Mahratta accounts, as the zemindars, talookdars, muzkooree moquddums, and muzkooree surborakars of the several sub-divisions noticed (or their heirs), were allowed to enter into engagements direct for the revenues of their respective mehals, though of the two first mentioned classes by far the greater proportion had been for many years set aside by the Mahrattas. For the year 1212 Umlee they were entered merely as follows (*vide* Mr. Ker's settlement accounts).

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[library stamp]

Pergunnah.	Denomination of land.	By whom held.	Jumma, &c. Kahuns.	Puns.
Soonhut.	Talooka Sudder.	Roopnarain Canoongoe	0	0
	Talooka Chowdree.	Juswunt Chowdree	0	0
	Talooka Canoongoe Willaity.	Ochub Canoongoe	0	0
	Talooka Canoongoe.	Chytun Canoongoe	0	0
	Mouzah Gugrapaul.	Rampershaud Moquddum	0	0

and the engagements were drawn out in Persian, in terms corresponding. But from the time of the triennial settlement for 1213, 1214, and 1215 Umlee (the same individuals continuing in possession), the heading of the third column was changed to "*Proprietors* of the Land," in Persian, "*Malikan-i-Zemeen*," as which the parties engaging at that period (or their successors) have been ever since entered and recognized in the most explicit and unreserved manner. The several mehals retained the designation of talooka chowdree, talooka canoongoe, &c., until Mr. Buller's settlement, when a local appellation was assigned to each taken from the principal village, as Talooka Poorun, Talooka Kanteejhur, Zemindaree Delang in Pergunnah Limbaee, &c., and this mode of entry has since uniformly obtained. The sudder malgoozars very soon dropped their distinctive titles of talookdar, moquddum, &c., for the more general one of zemindar, which is now invariably applied to the individual engaging directly with the Collector in all but khas and farmed mehals.

13. We see clearly from the above what classes and descriptions of persons were allowed to enter into direct engagements with the Government, as actual proprietors of the soil, under the provisions of Regulation XII, 1805.

14. Nothing can be more obvious, on a cursory view of the subject, than the want of all previous title on the part of *some* of these engagers to be considered malikan *zemeen*, or proprietors of the land comprised in their villages, as for instance the surberakars of several of the muzkooree mouzahs, who were merely the karjees or putwarries entrusted temporarily with the collection of the public revenues assessed on them after their separation from some other management, and the poorsettees or head men of a particular class of putnas, whose office was then, as it still is in parts of the district, purely elective, and depending entirely on the good-will of his constituents, the inhabitants of the putna. I might extend the observation also to several of the gomastahs of the sudder canoongoes, who held the surbora of a village or two (afterwards their zemindaree) merely on condition of service or shurt khidmut, of which more will be said in another place.

15. The question naturally follows, and it is one no longer of mere curiosity under the general tenor of the resolutions of Government in the Territorial Department, dated 22nd December 1820, what right had the zemindars of killahs and pergunnahs, the chowdree and canoongoe talookdars, and the muzkooree moquddums to be designated actual proprietors of the soil at the time they were admitted to engage expressly as such by the officers of the British Government? If it shall appear that they had no title of ownership, correctly speaking, in the land, what was the real nature of their situation and privileges at the period adverted to?

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16. To answer these questions at all satisfactorily, it will be necessary to refer cursorily to the history and political condition of the province at the time when it first attracted the bigotry and cupidity of the neighbouring Mahomedan States.

17. Under the government of the Native Sovereigns of Orissa, the whole country, which extended for many centuries from the Tirbeni Ghât near Hooghly to Rajamundry on the Godavery, or at least that part of it called Ootkul Des, (corresponding nearly with the limits of the modern province,) was divided, exclusive of the vast tracts held in jagheer tenure, into numerous circles or allotments called Bissee and Khund, afterwards the perunnahs of the Moguls. Each of these petty districts was managed by two classes of officers,* the one called Bissoee and Khund-adipaty, or simply Khund-puttee (terms signifying "chief of a division"), who had the chief superintendence and direction of affairs, and conducted the police duties with the aid of an officer called the Khundait; and the other an accountant of the Kurn caste, called the Bhoee Mool (a title still well known in Khoordah), who, as the name implies, superintended more immediately the collection of the revenue, drew out the accounts of produce and cultivation, and kept a register of all the particulars of the lands. The officers in question, of whom there were sometimes two or three of both classes in a large bissee or pergunnah, had each particular portions under their own immediate charge, as a four-biswa, six-biswa, ten-biswa† talook, though they were to a certain extent jointly responsible for the payment of the revenue assessed on the whole division, and acted collectively in the discharge of several of their most important functions. There were besides these common revenue and police officers, the great military jagheerdars styled Maha Naik, Sawunt, Khundait, Bhoo-putee, and more commonly Bhooyan, who held, as hereditary fiefs, the mountainous and woodland tracts on either frontier, with some portion of the open plains, and likewise the ministers and servants of the Rajah, the Bewurta, Senaputtee, Raee Gooroo, &c., who derived their emoluments from extensive grants of unassessed lands.

18. The above was the state of things found by Rajah Jye Singh, the General of Akber and Tooder Mull, or as the Ooreahs call him Toorul Mull, who came to make the settlement of the province somewhere about A.D. 1580, upon the final introduction of the Mogul thanehs, after the province had been overrun and plundered by Kalapahar and other Afghan Chiefs. Whatever may have been the changes which took place at Toorul Mull's settlement in respect to the amount of the regular land rent, and the mode of obtaining a revenue from the country, he seems to have preserved entire the whole of the financial arrangements of the Gujputee Rajahs, altering merely the names of things by translating the Ooreah titles and denominations either into Persian, or into words of more harmonious and familiar sound, borrowed from neighbouring provinces which had long been

* According to some accounts the head officer was called Purchu or Chief Director. Amidst many conflicting and contradictory statements, I have adopted that which seems to me the most probable and is best supported by collateral evidence.

† *Vide* the Chuh Biswa and Dus Biswa divisions of zillah Panchghur, in Khoordah, now nearly obsolete, noticed in Mr. Forrester's report of April 1820; many bills of sale also define the share of the pergunnah sold by the terms four-biswa and ten-biswa talook, &c., &c.

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subject to the Delhian Empire. Thus, for instance, to begin with the territorial divisions or jurisdictions, the khunds and bissees were called pergunnahs, the old appellation being often however retained permanently in addition, as Pergunnahs Tuppen Khund, Noon Khund, Kirwal Khund, and Pergunnahs Baloobissee, Appella Bissee, Khundee Bissee, &c., &c. The harsh Ooriah Dundpat signifying literally a boundless plain, but in practice designating a large territorial division, became Sircar, as is exemplified in the Sircar Calinga Dundpat where both words are retained, and in many of the older sunnuds and grants the Sircar-i-Bhudruck is called the Budruck Dundpat. It is of more importance however to notice the changes which took place in the titular designations of the local officers entrusted with the control of the police and the management and collection of the revenue. The titles of Khund Adipati and Bissoee* became lost entirely in the more familiar designation of chowdree (chief), a word introduced from Bengal and Upper India, though probably not unknown before in the province, and the Bhoee Mool† received the appellation of the canoongoe Willaity (country or provincial canoongoe). The portion of the pergunnah under the more immediate charge of each was called talooka, and the managers generally talookdars. In villages which had a purdhan or head man, he was called moquddum, meaning exactly the same thing, though we find the wutun or jageer land of the moquddum termed the Araziat Pudhanee for more than a century afterwards in many of the older deeds of sale in different parts of the district. The stations and jageers of the military officers and ministers of the Hindoo dynasty, where parties of the paiks or landed militia of the country were always kept up, appear in the Mogul accounts as killahs, and their hereditary holders had their title of Bhoonia or Bhooyan, (which seems to imply "lord of the soil") translated into zemindar. They were also called " Shewukan Arnee Dar," or literally servants holding possession of districts. The more powerful were allowed to retain the enjoyment of all their former privileges, whilst as many of the smaller ones as it was deemed expedient to interfere with, were gradually made tributaries or subjected to a full assessment, or perhaps altogether dispossessed.

19. At the settlement formed by the ministers of Akber it was considered just and politic to make some provision for the principal branches of the family of the dethroned Hindoo Rajahs. To the actual heir, Ramchunder Deo, therefore was assigned Khoordah, and the four pergunnahs extending from thence to the sea at Pooree, as a zemindaree, with the title of zemindar, and the Rajahs of Khoordah have been in consequence down to the present day styled zemindars of Orissa. The zemindaree of Aul or Killah Aul on the eastern side of the district, was granted under the same title to another member of the Royal family (who claimed the Raj as descended from the last dependent Sovereign Telinga Mokoond Deo. ; and Killah Puttia Sarrungurh

* The title Bissoee is still known in parts of Khoordah, though there it seems to designate an officer of secondary rank. I am told that a large part of Goomsur is divided into districts, at the head of each of which is a chief called Bissoee.

† I understand Bhoee Mool to mean literally head or principal accountant, but it is rendered by some surveyor or measurer of land.

It would be observed that the word Vilayet is used throughout by Ferishteh in the sense of Moolk Des or zillah; Vilayety therefore signifies Desi or Moolkeer, as we say country.

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to a third, with the zemindaree of two or three pergunnahs long since resumed.

20. These descendants of the Royal family and Shewuks, or hereditary officers of State, were the only officially recognized zemindars in Cuttack for a period of more than a century and a half after the reign of Akber. Their situations answer to the sense in which the term zemindar is used by Ferishteh, who invariably speaks of the "Rayan o Zemindaran Dukhun" as powerful and formidable chiefs, commanding troops, and possessing forts like the Barons of the middle ages. They succeeded by inheritance, exercised powers of life and death within their lordships or jurisdictions, maintained forces proportioned to their means, and paid, if anything, only a light tribute, as their tenure was that of military service. They were rather therefore Princes than proprietors in the European sense of the term, though of course they would not allow anybody to dispute the latter title with them. Mr. Thackeray, in paragraph 4 of his report to the Madras Government, dated 15th February 1819, when speaking of the Hill Rajahs of Ganjam and Vizagapatam (who it may be observed are all Oorialıs for a long way to the southward, were all subject for centuries to the dominion of the Gujputtee Rajahs, and are many of them connected by descent or marriage with the Gurjauts of Cuttack), expresses very nearly what I would say of the tenure of the principal killah zemindars of this province. "The Rajahs whose "countries lay at the foot of these hills seem rather the descendants "of the ancient lords of the country than of the revenue and police "officers of the great Native Governments, as the zemindars were to "be considered *in other countries* completely subdued. It is certain the "Mogul Government, when strong, exercised little or no real power "in their countries; they exacted only a small peishcush, &c. These "Rajahs are to be considered rather as captains of the borders and lords "of the marshes, chiefs of the hills, than as private landholders; "their easy peishcush enables them to maintain peons, and the protec-"tion of the low country must be considered one of the conditions "of their tenure." There is a remarkable passage in Orme which I here quote as connected with the subject of the present discussion. In speaking of the Hill Chiefs or Poligars of the district of Chicacole and Rajamundry (including the well known Goomsur Kimedy and Moherry, &c.) he observes, "the tradition of those countries says that "many centuries before Mahomedanism, a King of Juggernauth in "Orissa marched to the south with a great army, which subdued not "only these provinces, but crossing the Kistna conquered in the Carnatic "as far as Conjeveram: these conquests he distributed in many portions "to his relations, officers, and menial servants, from whom several of "the Northern Poligars pretend to be lineally descended, and to govern "at this very time the very districts which were then given to their "ancestors."

21. I consider it however of little importance to investigate very minutely here the claim of Gurjaut zemindars in Cuttack to be considered as actual proprietors of the soil. They manifestly stand in a predicament widely different from that of other landholders, and I believe all are now agreed in opinion as to the necessity of

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maintaining them where they already exist, and the policy of cautiously avoiding any steps leading to their revival, in cases where they may be out of possession, unless some very urgent reason exist for pursuing an opposite course.

22. The circumstances of the khundaits of the smaller killahs in and on the borders of the Mogulbundee, may be viewed as differing rather from the tenure of the Hill Chiefs. Mr. Forrester considers those whom he met with in parts of the country under his charge, to have been indefeasible proprietors of the soil. Their mehals consist generally of one or two entire villages called the Nij Gaon, and portions of lands in a number of surrounding mouzahs, which I should say were held rather as hereditary personal jagheers, than by a title of property in land. The Moguls and Mahrattas made them pay the full assessment as often as opportunities of interfering occured, but rarely deprived them of possession, except as a punishment for rebellion. They received the zemindaree sunnud, founded on their original relation to the sovereigns of the country, which differed in nothing from the forms of the same document known in Bengal, excepting that it contained a provision for their attending on the Foujdar or Nazim with their contingent of Paiks (Jumeat) when required to do so, and expressly bound them on all occasions to lend their best services in subduing refractory subjects.

23. The nature of my subject demands that I should take more particular notice of the Mogulbundee zemindars, properly so called. We have seen how few of these existed at the era of the Company's accession, and I proceed to describe the origin of those few, premising with the observation that in later times the title of zemindar became rather of vague application in practice; it was assumed by various classes paying revenue direct to the officers of Government, as has been universally the case under our administration, and not only those who received the regular zemindaree sunnud, but persons who purchased the talookdaree right in one or more villages, sometimes got their mehals entered under that designation during the irregular government of the Mahrattas.

24. Pergunnah Saibeer, sudder jumma Sicca Rs. 13,900, was a part of the tract granted as a zemindaree to the Rajah of Puttia Sarrunghur of the Royal family of Orissa, by the Ministers of Akber as before noticed. The Rajah had been dispossessed for upwards of 35 years prior to 1211 Umlee by the Mahrattas, who collected the rents from the heads of villages, allowing the zemindar a pension and certain rent-free villages. Pergunnah Ootikun, sudder jumma Sicca Rs 22,901, was long held by the Rajah of Kunka, whose killah it immediately adjoins, in virtue of a sunnud from the Nazim. Another titular Rajah claims it on the ground of more ancient sunnuds bearing the great seal of the Emperor, and as it comprises one or two small killahs, I imagine if its history could be traced, it would be found to be part of a dismembered Khundaitee or Gurjaut tenure. One of the sunnuds in the possession of the latter party having the seal of the Nazim, runs as follows:—

"Let the mutsuddies for present and future affairs, the chowdrees, canoongoes, moquddums, and ryots of Pergunnahs Ootikun and

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Bargoan know, that since the khidmut of zemindaree of the above pergunnahs has been granted according to the zemn (or endorsement) to the valiant Rajah Buktawur Sing, he will therefore proceed to the discharge of his duties with circumspection and fidelity; he will make the ryots happy and satisfied with his conduct, exert himself to the utmost to extend cultivation, pay regularly the public dues, endeavour to prevent the occurrence of thefts and robberies in the talooka of his zemindaree, and to seize the offenders, should any crimes of the above nature be committed; he will abstain also from levying prohibited abwabs. It is hereby ordered that you consider him as sole confirmed zemindar of the above mehals, and be it known unto you that all the profits, perquisites, and duties (Lowazim of Murofiq) attaching to the zemindaree have become his; you will not acknowledge anybody as his partner, nor require yearly a new sunnud. Herein fail not. Dated Sehr Jummadee ool Awul 1184 Umlee." The small zemindarees of Pergunnahs Shahabad, Zynabad, and Sooltannaghur paying each from Rs. 1,000 to Rs. 2,000, were of Mussulman creation as the names import, and consist of separated villages and resumed jagheer lands made up into new pergunnah allotments, the hereditary management and superintendence of which was granted by sunnud to some favored individuals with the title of zemindar. The history of the great Cordais estate claims a more particular detail. It comprises three pergunnahs, Coordais, Untroodh, and Culjooree, and was originally divided like every other part of the Mogulbundee into the talooks of chowdrees and canoongoes. There was eight of these talooks in Pergunnah Coordais. During the government of Baba Jee Naik, Tilochun Putnaik, an Ooria Maintee, was entrusted with the collection of revenues of Pergunnah Coordais, &c., as gomastah on the part of the Foujdar of Pipley, within whose jurisdiction these pergunnahs were situated. Having distinguished himself by his zeal, activity, and intelligence, he continued in charge when that officer died, and at length having obtained the support of the Soobehdar Rajah Ram Pundit, he proceeded to Nagpore, and thereby paying a large nuzzeraneh obtained the zemindaree sunnud of the three pergunnahs from the Rajah of Berar, about 1183 Umlee, or A.D. 1775. I have been unable to obtain a sight of the original sunnud granted to Tilochun Putnaik, but I subjoin translations of the Mahratta deeds of investiture under which his son Narain Chotra held his office prior to 1211 Umlee.

Sunnud bearing the Seal of Rugoojee Bhoonsla, translated from the Mahratta.

Since Narrain Chotra, the son of Tilochun Putnaik Bewurtah, was summoned into our presence on the death of his father in the past year 1190 Umlee, and has represented the following circumstances, viz. that his father had obtained and enjoyed the office or business of zemindar (kar-i-zemindaree) of Pergunnah Coordais, containing 415 mouzas, ruqba arazee or total quantity of land of the twelve dustee pudkeh, 17,621 batees, 14 bigahs, 7 ghoonts, 6 Biswas, which according to the 24 dustee measurement is 4,405 B. 8 B. 16 G. 15 B., the tunkhah in rupees one lac six thousand one hundred and twenty-eight, the

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jumma kumal in cowrees one lac thirty-nine thousand five hundred and ninety-one kahuns; and of Mouza Bolungah, with the Dewalee two mouzas, ruqba arazee 12, dustee pudkeh 198, batees 24, dustee 49-10; tunkhah in Rs. 2,231; jumma kumal in cowrees, kahuns 1,960; and of Pergunnah Kuljooree, containing 18 mouzas, ruqba arazee of 12, dustee measurement 745 B. 7 B. in 24; dustee measurement 176 B. 8 B.; tunkhah in Rs. 4,938; jumma kumal in cowrees, kahuns 5,999-3-13; and Pergunnah Untroodh, containing 139 mouzahs, ruqba arazee of 12, dustee measurement 4,780 B. 13 B. in 24; dustee measurement 1,195 B. 3 B. 6 G., tunkhah in Rs. 3,455-1; jumma kumal in cowrees, kahuns 14,033-5; also of Gurh Bhounra, one mouzah. He is now hopeful that sunnuds may be issued both by the Sircar and the Soobahdar continuing the same to him. It is ordered, therefore, that the said Narain Chotra be appointed to the office of zemindar as before constituted and held by his father, and that he perform the duties of it as enjoined by former sunnuds, viz. that he make the royts prosperous and contented, keep the country in a state of full cultivation, and discharge faithfully and punctually the public assessment He will enjoy the lowazimeh and russoom zemindaree according to established usage

Dated the 6th of the month Jummad Ool Awwul, 1191 U.

Perwannah.

Let the present and future amils, the chowdrees, canoongoes, moquddums, ryots, and cultivators of Pergunnah Coordes, in the Sircar of Cuttack, know that since the "Khidmut-i-Zemindaree" of Mouzah Hurripore, &c., as below, that is of the entire Pergunnah of coordes, also of Juggunnathpore, &c., villages annexed to Bakerabad, has been granted and consigned according to the zemn to the respectable Narain Chotra, the son of Tilochun Putnaik; it is ordered that he bring the said villages into a state of full cultivation, that he pay regularly the public revenues, and so exert himself that cultivation and population increase continually. He will appropriate to himself the russoom, russoomat zemindaree according to custom.

Dated 3rd Zee Huj 1191 Umlee.

Ooria and Mahratta details follow.

Dustuk addressed by the Soobadar to Narain Chotra, the son of Tilochun Putnaik.

Since the office of zemindar of Pergunnah Culjooree, with the Koth Mool, on the removal of Magoonee Chowdree, &c., the former zemindars, who had fallen heavily into arrears, and by their opporessive conduct had caused the ryots to abscond, was, with the view to the restoration of prosperity and cultivation, conferred according to the zemn on the above-mentioned It is now ordered that you treat the ryots well, exert yourself to extend cultivation, pay the Government revenue punctually, make good from your own funds whatever balances may accrue, and take effectual care to prevent the occurrence of robbery and crimes in the

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country dependent on you; also that no one manufactures implements of war within your division. You will abstain from levying any unauthorized abwabs.

Dated 19th Zee Caad 1193 Umlee.

Ooriah and Marhratta details.

25. On taking possession of the zemindaree it naturally became an object with Tilochun Putnaik to get rid of the talookdars, or intermediate managers of the several principal divisions, as speedily as practicable, and this end he accomplished gradually by taking advantage of opportunities of purchasing as they fell into arrears, and by measures of violence and intimidation. They were allowed, however, in some cases to retain possession of a few villages in the capacity of surberakars, and their descendants will be found entered as such in Mr. Melville's accounts, although when that gentlemen's settlement was formed the real nature of their tenure and situation was little understood. I may here observe that had the talookdars in question retained the superintendence and management of their several divisions down to 1212 Umlee, subordinate to the zemindar Narain Chotra (the son of Tilochun Putnaik), they would have answered exactly to the description of talookdars with rights of separation, described in clauses 3 and 4, section 5, Regulation VIII, 1793; and they are the only ones in Orissa who would have fallen within the meaning of those enactments, as will appear more fully hereafter. In Pergunnahs Saibeer and Ootikun no traces of talookdars are now discoverable, though they probably once existed, but were superseded when the zemindaree sunnud was granted. Their dispossession indeed seems to have been the uniform consequence in Cuttack of the creation of the zemindaree tenure, which united the powers, functions, and privileges of both chowdrees and canoongoes, whilst in Bengal they had in many places maintained their hold down to the period of the Decennial Settlement. I have, of course, taken due pains to verify the facts stated by me in this paper. In support of what I have advanced respecting the acquirement of the Coordais zemindaree, I may quote the following passage from a letter by Mr. Trower to the Board, dated 22nd July, 1817:—"Narrain Chotra, the zemindar of Coordais, and his father, were originally amils under the Mahratta Government, and had charge of those pergunnahs which constitute the zemindaree, but in process of time, by oppression and ultimately by paying a large sum to the Government, acquired *a proprietary right therein.*" He means that they acquired the *zemindaree sunnud.* That any proprietary right in the soil was conferred certainly does not appear on the face of the grant itself; and the idea is wholly at variance with the fact of the manner in which the mehals and villages of Coordais were held at the time, as besides the talookdaree tenures before noticed, it notoriously abounded with a vast number of mouroosee or hereditary moquddums, who each enjoyed the superintendence and management of his own village by a tenure, independent of the mere will and pleasure of the zemindar.

26 The uniform opinion of the natives o the district being that the rights and functions of the Mogulbundee zemindars and talookdars were precisely the same, though the former title designated properly the holder of an entire pergunnah, and the latter he who held a

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certain number of villages of a pergunnah, it will be convenient to investigate together the claims of the persons so called to be considered proprietors of the soil, and the real nature of their situation and privileges.

27. There exists, I think, ample ground for asserting the Mogul and the Mahratta talookdars who formerly managed and collected the revenues of so considerable a portion of the district* with the designation of chowdrees and canoongoes, were the the hereditary revenue and police officers of the old Hindoo Government under another name, differing originally little in their functions, offices, and privileges from the Dulberhas, the Bissooes, and Kurns of the Koordah gurhs or talooks in the present day. The chowdree has been generally off-hand assumed to have been a proprietor of land, though the word is obviously only a title given to the head officers (or talookdars) of a Pergunnah, and which in modern times has been adopted by the head man of nearly every hereditary art, profession, and bazaar. In the Bengal Regulations the term is once only used, and then in the sense above noticed (*vide* section 4, Resolution VIII, 1793). "The "settlement under certain restrictions and exceptions shall be concluded "with the actual proprietors of the soil of whatever denomination, whe-"ther zemindars, talookdars, or chowdrees." Nobody, I believe, ever supposed for a moment that the person called canoongoe by the Moguls was other than a mere servant of Government, though succeeding by regular inheritance to his office. Rajah Toorul Mull called one class of the revenue officers of the Hindu administration, the Wilaity or country canoongoe,—at the same time that he created a new canoongoe office to check and control them. The denomination, I think, shows undeniably that (as the original name Bhoee Mool imports) their functions and situation were regarded, understood, and continued by the Moguls in a light purely official. But from the reign of Akber down to the conquest of Orissa by the British arms, the Willaity canoongoes held their talooks on precisely the same footing as the chowdrees, and with no distinction whatever of rights that I can discover as to degree; though, perhaps, the amount of their russoom or perquisite may have differed. To the latest period also the chowdrees and canoongoes acted jointly in attesting deeds of sale by inferior holders, in selling portions of waste unccupied land called bunjur kharij jumma, in endowing temples, &c., as the agents, and with the virtual sanction of the ruling power, implied by the separate attestation of the sudder canoongoe, or his gomastah. They were ever, too, addressed jointly in all the firmans and grants issued by the Emperors and the provincial Governors. There is obviously no more reason to assume that the chowdrees or chiefs of pergunnahs were the proprietors of the land comprised in them than that the canoongoe talookdars were, a conclusion from which most minds would probably revolt, however predisposed to see an absolute European landlord in every superior revenue manager connected hereditarily with the soil.

28. Referring to the extracts of jummabundee papers submitted by me, it will be observed that numbers of the talookdars therein specified

* There are 429 talooks in this district, paying a jumma of Sa. Rs. 6,25,652. The numbers of chowdree and canoongoe talookdars are nearly equal; the latter rather exceed the former.

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have the simple affix of canoongoe to their names, and their mehals are styled talooka canoongoe. The title of chowdree is familiar to everybody, but I was long preplexed in the endeavour to comprehend who those numerous zemindars could be, sometimes (where not sold out) two or three in a pergunnah bearing the affix of canoongoe, as Gokulanund Canoongoe, Ramchunder Canoongoe, Bustum Churn Maintee Canoongoe, &c., &c. It was vain to ask the individuals themselves for an explanation, the only answer obtainable being that it is an *khitab mouroose* which their fathers bore, and the better informed natives vary so widely in their several accounts of old transactions, that nothing consistent and satisfactory could be extracted without much consideration and inquiry. The explanation appears to be this, that in the course of division of talooks by inheritance, the head of the family retained the title of Willaity, the most distant branches took that of canoongoe simply. So also in cases of sale of the talookdaree rights either of a chowdree or Willaity canoongoe, the purchaser generally took the title of canoongoe. The rule was not constant, as sometimes he called himself chowdree, and laterly all purchasers from Bengal or other districts preferred taking the title of zemindar.

29. After what has been already stated, I need scarcely add that the Willaity canoongoes, and the canoongoes deriving their title from them, are the officers addressed always jointly with the chowdrees, according to the well-known form so familiar to those who have ever studied the sunnuds and pergunnahs of the native Government*—" Let the " mootu-suddies for present and future affairs, the chowdrees, canoongoes, " moquddums, and ryots of Pergunnah————Sircar————know."

30. To obviate any confusion of names and employments, which would be fatal to a clear understanding of the subject, it is important to remark in this place, that besides the titular canoongoes above described, who were all talookdars holding on from the era of the Hindoo sovreignty, there was another class of officers bearing a similar designation, created at the era of the Mogul settlement, viz. the sudder or chief canoongoes and their dependent gomastahs in each pergunnah, who now come forward to claim the situation under the provisions of Regulation V, 1816. The Ooriah revenue officers already existing were probably found to be possessed of too much influence and useful knowledge to be turned out, but under the administration of foreigners some check might appear necessary on their proceedings. For the purposes of control, therefore, and with the view to uphold the scheme of things introduced at the settlement of Toorul Mull, the office of sudder canoongoe was instituted. It may have been copied from a similar institution of the Hindoos, but I cannot find any traces of it in the present day, unless the ameen mentioned by Mr. Forrester as the third in rank of the Ministers of the Rajah of Khoordah be a vestige of some such office under the old Raj. To fill the new office foreigners were introduced from Bengal, who settled with their families in the

* In a few of the firmans issued towards the reign of Aurungzebe, the zemindars are for the first time mentioned after the chowdrees and canoongoes. But no general mention of zemindars is to be found any of the sunnuds of date prior to the reign of Mahommed Shaw, notwithstanding that the form of address was evidently intended to include every description of officer and occapant of land in the pergunnahs. This remark, I believe, applies to every part of the country.

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province and transmitted it for several generations to their children by hereditary descent, confirmed by the sunnuds of the ruling power. I have given in the Appendix translation of one of these sunnuds, which will be found to differ in few material respects from that of the zemindars and talookdars. Not only the four sudder canoongoes were all from Bengal, but more than three-fourths of their gomastahs, or deputies, one of whom was stationed in each pergunnah, are likewise of Bengalee extraction. The Ooriahs, however, were necessarily employed under them to write and keep accounts, and hence it has happened that every Bengalee deputy of the sudder canoongoe has an Ooriah assistant or mohurrir. It is not my intention to enter into a detail here of the duties of the Mogul canoongoe office. The members of it all refer their origin to the era of the settlement of Toorul Mull, and their ruckbah papers are said to be founded on a measurement and survey made by that Minister who introduced the 12 dustee pudkeh or measure of the bigah which long obtained throughout the district, but from some unexplained cause has been since changed for the 18, 20, and 24 dustee now in general use. They retained to the last in theory the character of being the source to which the Hakim looked for all information respecting the land and its produce, and no bill of sale or grant of land of whatever description executed in the Mofussil by the chowdrees, Villaity canoongoes, or moquddums, was valid without their attestation, as the controlling officers and confidential agents of Government; but it is curious to observe how, in proportion as the vigour of the old institutions relaxed, they gradually exchanged their proper distinctive character of controllers for that of farmers and collectors of the public rents, to the exclusion of many of the more ancient hereditary collectors whose functions had before them probably undergone something of a similar alteration. When we first acquired the province, the sudder canoongoes were found entered as the talookdars of no less than thirty talooks paying at present a jumma of Sicca Rs. 43,511, being in fact amongst the largest and finest estates in the district. Their gomastahs, too, held several valuable talooks, tuppehs, or turufs. Some of these may have been acquired by purchase and others by grant from the ruling power as the fair and avowed emoluments of their office. But the ordinary mode of acquisition was a follows: It was once a material part of the duty of the Sudder canoongoes and their deputies to stand responsible to Government for the appearance of the talookdars, in return for which obligation they collected the fee called dustoor zamin batta. When the talookdar fell into arrears and absconded, or was unable to fulfil his engagements and no means were left of realizing the balance, the mehal of the defaulter was given up to the canoongoe if he chose to discharge the arrear, or was willing to undertake the management. If the estate thus acquired was worth retaining, it was probably never afterwards relinquished; the sudder canoongoe or his gomastah became in name and in fact a talookdar, obtained a talookdaree sunnud, and got the mehal entered as talooka sudder in such and such a pergunnah; occasionally the mode of aquisition may have been of a more questionable nature, but I know of no well-authenticated cases of the latter description. The same remarks apply to the mofussil deputies who held the

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surberah of some villages as pay of their services, and often obtained the management of others as surberakars or talookdars on the default of the previous holder, to whom, if they paid the balances due, they had certainly a very fair claim to succeed. But it was probably in consequence of the frauds and abuses found inseparable from this union of two inconsistent offices, that the Mahrattas thought it necessary to abolish the sudder canoongoes in all but the name about 1198 Umlee, since which period, although retaining considerable influence and some information, their russoom had ceased, and they were recognized only as talookdars possessing extensive estates on the conquest of the province in 1803 A.D.

31. There were likewise sudder chowdrees in Cuttack who were created at the same period as the sudder canoongoes, and with the same view. Their russoom was very large, amounting to 5½ gundas on each kahun of the jumma, or rather more than 1 and 7-10th per cent., which amount was divided amongst them in certain settled proportions. Their duties probably did not differ materially from those of the canoongoes, though they may have some control over the police as well as in the Revenue Department; but the office having been many years since discontinued. I am unable to give any very satisfactory account of it. I observe that the sudder chowdree is mentioned jointly with other chowdrees and canoongoes in some old bills of sale executed in the Balasore division, and it is well known that in 1165 Umlee the office of sudder chowdree of the Cuttack Sircar was conferred on Pursoram Raee, the son of a famous Mahratta Sirdar, on the removal of Gopinder Raee who afterwards became sudder canoongoe.

32. It is worthy of remark that the only material point connected with the subject of land tenures in this district on which I have found the testimony of the natives uniform and steady, is, that under the government of the Hindoo Rajahs the property in the soil of the class of persons answering to the modern zemindars and talookdars was wholly unknown. If no proprietors existed at that time, but the whole country has since become the private property of a number of great landlords, it may be asked at what time did their tenures originate? and where is the evidence either of their creation or their existence? Such evidence, I apprehend, is not to be found in any known grants, enactments, or declarations, or in a review of the established practice of the Mogul and the Mahratta Governments. The sunnuds of appointment speak a very different language. I insert below specimens of these, and have added others in the Appendix.

Sunnud of Chowdree or Grant of the Office of Chowdree.

Sunnud of the Kkidmut Chowdraee granted to Bhagiruth, son of Kewul Lochun, ten biswas of Pergunnah Baloobissee, Sircar Cuttack one mehal, viz. Mouzah Mychung, &c.

Since we have appointed you to the above khidmut of chowdree, after consulting the chowdrees, canoongoes, moquddums, and ryots of the said pergunnah, it is ordered therefore that you take full and complete possession of your talook; that you adopt measures for extending the cultivation of the lands, keep the ryots prosperous and contented,

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and discharge without fail the malgoozaree of the Sircar. Dated——— Ramzaun 1142 Umlee, and having the countersignature of the mahashye or sudder canoongoe.

N.B.—The zemn contains a specification of the villages included in this allotment, with their jumma, viz. Mychung and 23 others (partly illegible).

Sunnud of Appointment of a Willaity Canoongoe Talookdar.

Let the amils for present and future affairs, the chowdrees, canoongoes, moquddums, ryots, and cultivators of Pergunnah Byaung, in Sircar Budruck, know that since the khidmuti-talookdaree of Mouzah Byaung, &c., attached to the above pergunnah, has, on the removal of Sudanund Chowdree and Koonwur Naik Moquddum, been restored and assigned as before according to the zeum to Moorlee Dhur Hurrichundun, who is an excellent manager (abadan kar khoob) and a punctual payer of the Government dues, he must in future discharge all the duties of his situation faithfully, pay regularly the revenue of the several villages kist by kist, keep the ryots happy and contented, so exert himself that the signs of improving cultivation may be daily more and more perceptible, take care that ziraity land shall not become oftadeh, nor inferior products be sown in the place of the more valuable ones, and should any thefts or robberies occur, he will assist in tracing out the offenders and recovering the property; he will also abstain from levying prohibited abwabs. You will hereafter consider the above-mentioned as confirmed talookdar and canoongoe willaity of the aforesaid place. Herein fail not.

Dated 19th of Shehr Zikaud 1153 Umlee.

Grant by Rajah Ruggoojee Bhoonslah, dated 1190 *Umlee.*

Let the mutsuddies for present and future affairs, the chowdrees, canoongoes, khundaits, moquddums, and ryots of Pergunnah Khundee Bissee in the Sircar of Cuttack, know that since the office of zemindar and moquddum of the Mouzahs of Toolung, &c., (khidmuti-zemindareeo moquddumee mouazaat oghyreh) comprised in the above pergunnah, has been granted and assigned by this Government to Juggernauth Rauj, heir apparent to Kisturn Rauj,* it is desired that they will accordingly consider him as zemindar and moquddum, and act in concert with him in discharging the dues of Government and securing the prosperity of the country. It will be the duty of the aforementioned grantee to discharge the duties of his office (khidmut) with honesty and fidelity, to keep the ryots prosperous and contented, to exert himself in improving the lands, not to suffer productive land to become waste, nor to attempt to bring into cultivation ground that is utterly unfit for tillage, to pay the public dues regularly according to the kistbundee, to appropriate to himself whatever profit may result from the management of the zemindaree and moquddumee in question, and to respect the dewutter, birmotter, khyrat, and other rent-free tenures which have existed from ancient times.

Dated 15th Shehr Rubbee-ool-awul 1190 Umlee.

* A Telingah adventurer who held the situation of amil for many years in Cuttack.

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33. It is, of course, incumbent on those who deny the proprietary right in the soil of the Cuttack chowdrees, willaity canoongoes, and Mogulbundee zemindars, to explain what their rights and tenures really were. I have received very different answers and explanations from the few natives whose opinions I thought it worth while to ask directly on a question of such a nature. Some have denied distinctly their being proprietors. Many more, as might be expected, affirm the direct contrary, whilst others answer indirectly "they were istumraree talookdars, and zemindars, maliks of the nufa o noqsan, as also of bye and hibbah, *i.e.*, they were permanent hereditary occupants, appropriated the profits of management to their own use, and were answerable for deficiencies in the revenue, and had the right of transferring their tenures by sale and gift.

34. Their tenures were certainly generally heritable, though cases of removal were of frequent occurrence, and all the larger holders found it convenient to obtain a sunnud of appointment, or say of confirmation, on succeeding to their inheritance. The very unscrupulous manner in which the right of ouster was exercised by the native rulers, as is obvious from the frequent occurrence of the word "*tughueyyoor*" or change in the sunnuds, might lead to a conclusion unfavourable to their acknowledged title to transmit hereditarily, and furnishes, at all events, a strong ground of presumption that they were regarded as officers of trust liable to be called to account for their conduct. The fact likewise of the great extent to which the zemindars and talookdars of Cuttack had been set aside for a period of 30 or 35 by the Mahrattas on mere views of financial policy, argues strongly against the existence of any deep feeling in the country that they possessed rights of occupancy in their mehals of a permanent and indefeasible nature. It would not perhaps, however, be conformable with the laws of just reasoning to rest any argument on the practice of a Government so capricious, despotic, and irregular as that of the Mahrattas.

35. The tenures in question were likewise to a certain extent transferable by sale. It is said that the holders could then as now dispose of their talooks in satisfaction of private debts, but out of a vast number of bills of sale collected by me from all quarters and carefully examined, I have been unable to discover any instance, save one doubtful one, where the sale did not take place in liquidation of balances of the public assessment, nominally with the free will and consent of the seller, but obviously with the interference and sanction of the aumil or hakim; and at all events the countersignature of the sudder canoongoe or his gomastah was indispensably requisite to the legality of the transaction. Either a whole talook, or a specific portion comprising certain villages, was usually disposed of, and it is almost invariably stated, either in the body of the deed or in the separate qubz-ool-wusool, that the amount of purchase-money having been realized, has been paid into the treasury of the fotedar in discharge of arrears. I think it extremely probable from a variety of circumstances that this right of sale on the part of the talookdars originated under the Mogul Government. It was an obvious and natural resource for realizing balances which might accrue on the heavier regular assessment of the new administration, and may have been encouraged or introduced entirely with that view Its effects

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would naturally be to give the talookdars a firmer title of property in their situations than they had enjoyed under the Hindoo Rajahs, and the feeling of the country seems to incline to the opinion that some change of this nature took place under the Moguls favourable to the interests of the superior holders.

36. The talookdars not only sold their rights in their whole division or a specified portion of it, but they likewise in instances innumerable disposed of small parcels of land free of rent comprised within their talooks. It is of importance to attend to the circumstances of this second description of sale. The ground sold invariably professed to be waste, unoccupied, and unassessed, of the description called "bunjur kharij jumma." When only a few beegahs or goonts were disposed of, the talookdar executed the bill of sale himself, taking care, however, to procure the attestation of the gomastah of the sudder canoongoe for the security of the purchaser. As long as he paid his revenue punctually no questions were asked, but whenever a failure or a hustabood management took place, these tenures became the subject of scrutiny and inquiry, and if it was found that good land had been assigned instead of ground of inferior quality, the grant would be either resumed or made subject to a full assessment. But whenever a large quantity was to be alienated as one or two battees, we find the chowdrees and canoongoes of the pergunnah standing forth in their joint capacity, with the addition sometimes of the moquddums, lending collectively their sanction to the alienation, and by this act evincing strongly, as it appears to me, the officiality of their tenure as the pergunnah superintendents and collectors. The same observations exactly apply to the grants of small portions of waste land made in favour of brahmins, or as religious endowments. It was jesuitically argued before me a few days since by the defendant, (an auction purchaser,) in a suit for recovery of possession of rent-free land, where the plaintiff rested his claim a good deal on a grant executed by the chowdrees and canoongoes of the pergunnah jointly, attested by the separate signature of the sudder canoongoe) "How can the deed "be valid, for the land is stated to lay in the talooka which I "have bought, and what could the chowdrees, canoongoes, and other "talookdars of the pergunnah have to do with my predecessor and "his estate, of which he was sole proprietor, that they should join in "granting any portion away?" But the fact is undeniable, that such deeds are to be met with in hundreds on the records of the Collector's office, and in possession of the holders of rent-free and khureedugee tenures. The following deeds, translated from the Persian, illustrate the observations contained in the two last paragraphs:—

Sale of a Chowdree's Talook attested by the Seal of the Cazee (Bengalee) Signature of the Sudder Canoongoe's Gomastah.

I, who am Ruttun Mun Gujinder Chowdree, son of Hurdee Ram Gujinder Chowdree, son of————inhabitant of Mouzah Shamsoonderpore, in Pergunnah Byaung Sircar Budruck. Since I am altogether unable to pay the balances due from the four biswa talook, including Mouzahs Shamsoonderpore, &c., in the above pergunnah, and have

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been placed in confinement on that account by the Ohdedar Mirza Bengalli Beg, I do of my own free will and consent sell for the sum of 104 K. 10 P. as per margin to Rasbeharee Mahapater, son of Oordhub Nurrinder Rae, son of Moorlee Dhur Hurrichunder, inhabitant of mouzah Byaung, pergunnah Byaung, the aforesaid four biswa talook, together with the duftur chowdree which I have held to this day in proprietary possession [kiala hazul youm dur tuht tusroof malikaneh mi dasht]. Let the purchaser as long as he lives, and after him his sons and his son's sons, exert themselves in bringing the same into cultivation and be careful to discharge the Government dues. He will enjoy the profits and make good any losses that may ensue. Neither I, nor my heirs, nor my brothers, nor their heirs, will hereafter have any right or title in the talook Should any one advance a claim, it will be false and unfounded. This is written as a sunnud kobaleh talookdaree [or deed of sale of a talookdaree.] Dated 28th of the month Rubbee-ool-awul 1168 Umlee.

Two mouzahs and 13 biswas, mokurree ruqba.

Arazee Battees		540	2	12	0
	Sa.	*Rs.*	*A.*	*G.*	*C.*
Mokurruree Tunka Ruqmee	Rs.	937	11	0	0
Jumma Kemal Cowrees	K.	547	4	0	0
		Kahuns	*P.*	*G.*	*C.*
Ryottee		524	5	0	0
Moojraee		2	15	0	0

Total 2 mouzahs 13 biswas, and the *dufter* of 4 biswas of the pergunnah, viz. Shamsoonderpore, 1 mouzah, Kath Moonda, 1 mouzah; Kistmut Husanabah, 8 biswas; Kismut Roopa, 5 biswas.

Deed of Sale of portion of a Talook of Willaity Canoongoe.

Purchaser Meer Kumal-ood-deen, son of Meer Moosabit, son of Meer Umad; seller Juggernath Maintee, son of Muhee Maintee, Canoongoe Willaity of Pergunnah Coordais, in the Sircar of Cuttack. Since I, the seller, have to this day held the whole and entire talookdaree and willaity canoongoeship of Mouzah Jinkar Sowanlo, in the above pergunnah, my talooka (talooka bundeh ki dur tuht o tusurroof malikaneh, khood dasht) in full proprietary possession, I now sell the same, with all the rights and privileges appertaining thereto, as meel, hireeq, ashjar, ahjar, &c., &c., of my own free consent, for the sum of one hundred kahuns of cowrees, a fair and even price, to the above-mentioned purchaser. Having received the amount, I have paid it into the treasury of the fotedar of the pergunnah in discharge of my balances. Let the purchaser cultivate the above village, pay the public dues, and bring it under his talookdaree and canoongoe management (bu talookdaree of canoongoe khood mal numoodeh). Neither I nor my heirs will hereafter have any claim.

One mouzah.

Mokurruree Ruqba Arazee Battees				113	0	0
Ditto Tunkha Ruqmee ...	Sa. Rs.	273	0	0		
Ditto Jumma Kumal Cowrees	,, ,,	607	0	0		

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Price of Talookdaree and Willaity Canoongoeship, to be separated } Kahuns 100 0 0
from the talooka of the seller Jugernnath Maintee, and entered as a talooka muzkooree. Dated 15th Showal 1132 Umlee.

On the back the chehreh bundee, or descriptive roll of the seller, is given.

Deed of Sale of Ground.

I, who am Sudanund Mahapater, son of Gopee Mahapater, son of Moorley Mahapater, chowdrees of Pergunnah Byaung, in the sircar of Budruck, in the full possession of my senses, of my own free consent, declare that I have sold a parcel of about 11 beegahs 19-12 of land *bunjur kharij jumma* 26 dustee measurement on the ruqba of Mouzah Dhurinkuntpore, my talooka (or dependent on me), which, as specified below, has to this day been in my possession, with everything on and belonging to it, to the revered Saeed-ood-deen Mahommed, for the sum of Sicca Rs. 19-3, the fair and current price. Let him dispose of it as he likes; should the hakim ever claim a jumma from it, I will be answerable.

Here follows a specification of boundaries. Dated 10th Rejeb 1144 Umlee.

Deed granting Ground free of rent by Talookdars of a Pergunnah jointly.

We, who are Futteh Khan Chowdree, Bamdoe Canoongoe, and Kishen Canoongoe, zemindars of Pergunnah Saeed Abad in the Sircar of Cuttack, declare as follows:—Since Bishnoo Churn Doss Birjabashee, inhabitant of Mouzah Nujal, in Pergunnah Deogaon Bissee, has no means of subsistence and is unable to give food to the numerous fakirs and byshnoos who are constantly resorting to him, and thereby suffers extreme distress, we have therefore of our own accord and free will appointed 7 battees 7 beegahs 11 ghoonts arazee bunjur kharij jumma, from the ruqba of the mouzahs attached to our talooks as below, to be hereafter held by him as khyrat. Let the above mentioned take possession of the land and bring into cultivation and expend the profits in maintaining himself and other fakirs and byshnoos. Should we or our heirs ever attempt to resume it, may we go to hell. This is given as a sunnud khyrat.

Here follows a specification of the villages in each talook from which the land was granted. Dated 16th Jumad-ool-awul 1155 Umlee.

Another Selling ditto.

We, who are Jye Kishen Rae Canoongoees Sudder, Ramchunder Bhooyan Canoongoe Willaity, Deen Mohammed Chowdree, and Sirdar Puttee, Chundoo Naik, Rajib Naik, &c., moquddums of Pergunnah Sunnawut, in the Sircar of Budruck, declare, as follows:—Since about 1 battee 8 beegahs 12 ghoonts of land, on the ruqba of Mouzahs Khundibra, Pustapore, and Mudial, our talooks had become entirely waste and deserted [wyran oftadeh], we have measured out the same with the authorized pudkeh, and have sold it for the sum of Sicca Rs. 35 to

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the respected Sir Must Khan according to legal forms. Let the aforenamed Khan take possession of the same and proceed to establish garden and putna with the fullest confidence and security. Neither we nor our heirs will ever hereafter have davee dukhl or huq of any sort in the above-mentioned parcel of ground. Dated the 11th Sawal 1121 Umlee.

Here follows the usual chuckbundee.

Deed of Sale of the Zemindaree of a Village.

I, who am Busunt Rae, son of Sudashib Rae, son of Jeet Rae, inhabitant of Kusbeh, Pergunnah Hurrihurpore, in the Sircar of Cuttack, in the full possession of my senses, declare in this mujlis that the zemindaree and talookdaree and moquddumee of Mouzah Naroo, in Pergunnah Athaees, has been heretofore in my possession (dur taht i bundeh). Being unable from land falling out of cultivation to pay the public assessment, I have of my own free consent disposed of the zemindaree of the said mouzah for the sum of 500 kahuns of cowrees to Luchmun Rae, son of Hur Rae, son of Baboo Rae, and have received the amount from the tehvil of Narain Dutt Gundooah. Let the purchaser take possession of the zemindaree, &c., of the above mouzah, the Bhagat, Khanabaree (or Dehee) land, the cocoanut plantations, &c., whatever in short attaches to it, and exerting himself to extend cultivation, and let him pay regularly the Government dues. Neither I nor my heirs will hereafter advance any claim on the above mouzah. This is given as a kobaleh and kubzool wusool. Dated Rubee-ool-awul 1208 Umlee.

37. The genuineness of the deeds of the sale given above and of others inserted in the Appendix, does not admit of question, and from the frequent recurrence in them of the words "tusurroof malikaneh," or proprietary possession, as well as from the fact of inheritance and transfer by sale, the parties must be admitted to have enjoyed, according to the sense of the country, a title of property *in what they inherited and sold.* The thing transferred in the documents which I have exhibited is clearly defined to be the talookdaree and zemindaree, with the profits and perquisites attaching, or in other words, the right of management of the former holder with the advantages and privileges incidental thereto. I would dwell particularly on the striking circumstance mentioned in the first bill of the chowdree selling his dufter, together with the talookdaree, and the canoongee his canoongoe willaity, or willaity canoongoeship, so strongly indicative of a tenure merely official and of a right of property extending to the office or situation only. So the person who disposes of the zemindaree, talookdaree, and moquddumee of the village in the last deed, meant of course only the transfer the fullest title of independent management, unencumbered by any possible claim of other managers, with the advantages attaching. If the whole lands of the village themselves had been sold, what could be the use or object of so much circumlocution?

38. After all, however, it is upon these bills of sale that the best and perhaps the only at all sound argument in favour of the idea of ownership in the soil might be founded by those who are in the habit of

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viewing Asiatic institutions through the medium of European notions, without adverting to the origin, history, and former condition of the person to whom they assign the title of landlord. The kobalehs are not always drawn out with the clearness and precision of those which I have translated, and some may be met with which admit of the construction that village or villages are actually sold, and not the talookdaree right alone. Then, again, the word milik "*purchased from the former maliks,*" naturally suggests the translation *proprietor*. I am satisfied, however, that a collation of a number of such documents, and a due consideration of their whole scope and tenor, as well as of the clear and positive meaning of those which are the most formal and authentic, fully warrant the construction which I have adopted; and with respect to the word *malik*, I am equally persuaded that it refers merely to the species of possession—a proprietary and disposable one, in contradistinction to one which is held at the will of another, and not transferable, like that of a mere gomastah entrusted with a temporary management. In Eastern countries every head of a department or office is called the malik thereof, a word which denotes the extensive powers and control exercised by him in regard to it. It is a common form of expression with the natives of this district, speaking of the two principal officers of the old dynasty, to say that the dewan was *malik* of the *moolk* or revenues of the country, and the bukshee *malik* of the fouj or army. To insist on so obvious and familiar an idiom might seem idle and superfluous if it were not that a peculiar meaning has been always attached to the word *malik* when applied to the hereditary revenue officers of the country, which, to say the least, is not a necessary one.

39. A consideration of the rights and predicament of the moquddums of Cuttack, and the Bhooees and Pudhans of the southern pergunnahs, will throw further light on the question so imperfectly discussed in the preceding paragraphs.

40. I mentioned in the commencement of my report the muzkooree moquddums as a very numerous class who paid the revenues* of their villages direct to the aumils of the Mahratta Government, and who became proprietors and zemindars on entering into enagements with the British collectors. The term muzkooree means simply specified or recorded, and was applied to those moquddums who had been separated from the control of the talookdars, and were allowed to engage direct with the officers of Government. Separations took place most commonly on complaint being preferred by a number of moquddums of intolerable oppression exercised by the talookdars of a pergunnah. Sometimes they were made as a matter of favor to an individual who could pay, or had in some way recommended himself, and sometimes to suit the views of the Hakim in forming new mehals, the rents of which were assigned to the Meersamanee, Khaungee, Jamdarkanah, and other State departments.

41. The pleasure of the talookdars was very little consulted in these cases, especially when their exactions and abuses had attracted the notice of tho ruling power, and occasioned the separations, but

* Seven hundred and thirty separate mouzahs and kismuts of ditto were entered in the Marhatta accounts, paying at present a jumma of Sicca Rs. 2,17,194. It may safely be stated that fully four-fifths of these were engaged for and managed by the muzkooree moquddums.

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they were often allowed to collect their russoom as before. The circumstance of becoming muzkooree, although a valuable and important privilege, did not substantially alter the nature of the moquddumee tenure. The predicament of the separated and subordinate heads of villages may, therefore, without any confusion be investigated together.

42. There are three classes of moquddums or chiefs of villages known in Cuttack—the mouroosee or hereditary; the khureedadar, or he who purchased an hereditary moquddummee from the talookdar, or moquddum; and the zatee moquddum, elected by the people of a village as their representative, or appointed by the zemindar as an officer on his part to superintend the collections and cultivation of one or more mouzahs. The order in which I have written them describes the gradation of their numbers, the first class being the most numerous, and the last by far the least so; I doubt the existence of moquddums appointed temporarily by the zemindar, excepting under our Government.

43. In all the revenue arrangements of this province under its native rulers, the hereditary moquddums, whether holding originally or by purchase from others, ever occupied a most prominent place. In respect to their particular villages, they enjoyed nearly the same rights and exercised in a subordinate capacity the same functions as the talookdar did in his whole talook or circle of villages, or the zemindar in his zemindaree. Generally they were assisted in keeping the accounts of their villages by a bhoee or karjee, as the chowdree talookdar was originally by the bhoee mool or head accountant of the division, afterwards the willaity canoongoe. The village chowkyah stood in the same relation to the moquddum that the khundait or sirdar police officer did to the chiefs of the larger division. Throughout the Mogulbundee the villages were divided generally into two great classes,* moquddummee and pahikast; the former held by the hereditary moquddum, who paid the jumma assessed on the village through the superior holder, to whose orders and control he was subject in matters of police and other duties; the latter held hustabood by the talookdar, and managed with the assistance of the accountant, who, perhaps, farmed it as a serberakar. As the practice of selling shares was frequent, we sometimes find five, six, or seven moquddums managing jointly the same mouzah, but dividing the profits and paying the jumma in shares well understood by themselves.

44. The chowdree and canoongoe talookdars exercised a certain power of creating the moquddumee tenure by sale. Whether they could constitute these rights in their pahikast villages I am not fully aware, but it was the ordinary mode of resettling a Wyranee village, which either never had a moquddum, or when he had absconded or demised without heirs, to sell the moquddumee of it for a small sum by a regular qobaleh, bearing the seal of the cauzee and the countersignature of the sudder canoongoe or his agent. This practice seems in favor of the opinion entertained by some that all moquddumee rights were derived originally from the circumstance of the moquddum having been instrumental in founding and settling his village. The

* I cannot state the proportion accurately, but from such papers as I have examined should be inclined to say that from one-third to one-half, and often more, of the villages were moquddumee.

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power of selling as above, if not restricted to cases where the talookdar was unable to pay his revenue, and wished to restore a deserted village to a state of cultivation, must have been at least very rarely exercised under any other circumstances, as all the bills of sale of moquddumees that I have seen, specify the accumulation of arrears which the defaulter was unable to discharge as the cause of sale. It has been sometimes argued that the only moquddums who can plead any right whatever to hold their villages independent of the will and pleasure of the zemindar, even on the most imperfect proprietary title, are those who acquired their tenures by purchase. Moquddums of this class have certainly the best chance of establishing their claims in the adawlut, as the qobalehs which they can produce are an excellent answer to the zemindar (heir or successor of the seller) who denies their having any rights; but it appears to me that the whole reason of the thing, the sense of the people, and the mass of positive evidence to the contrary, forbid any such narrow view of the origin and prevalence of the moquddumee tenure in Cuttack.

45 The natives of this district have still unquestionably a deep-rooted feeling that the hereditary or malik moquddums had rights which ought not to have been suffered to pass away unnoticed and unprovided for. They are emphatically called wutundars and booniyad walas; their jagheer or nankar lands are in many parts termed pitraleh or ancestorial, and what is of more importance than names, the fact cannot be denied that they exercised precisely the same rights in selling or mortgaging the whole or a part of their moquddumee, in creating the khureedaghee tenure on a small scale, and granting inconsiderable portions of charity lands, as the talookdars did, though the countersignature of the latter to their qobalehs was, perhaps, necessary. In the bills of sale, too, disposing of a moquddumee, all the rights arising from the village management, the perquisites on pasture grounds, gardens, fisheries, timber, &c., taxes on trades, &c., are transferred as fully and absolutely as on the sale of a talookdaree. The hereditary moquddums if now asked how they can prove that they have any rights, will answer, "our moquddumee tenure is mouroosee. We have inherited it from our ancestors from time immemorial. We have transferred and bought shares. We have sold pieces of ground and granted land free of rent. The khureedadars and khyratdars are forthcoming. Let them be asked from whom they obtained their land." I subjoin deeds of sale in illustration of my argument.

Sale of a Moquddumee.

I, who am Bynsee Sawunt Singhar, son of Dasruttee ditto, son of Inderjeet ditto, moquddum of Mouzah Isaupore, under the talooka of Jugganathpersaud in the Sircar of Budruck: since I have hitherto held the moquddumee of the above mouzah in full proprietary possession (dur taht o tusurroof malikaneh khood dashtum), but am now unable to pay the public revenue assessed thereon; therefore of my own free will, in full possession of my senses, I sell the moquddumee of the above mouzah for the sum of 421 kahuns of cowrees to Issun Sawunt, son of Bhagirutte Sawunt, son of Bynsee Sawunt, moquddum of Dewul Dehee in the above talook. Having received the purchase-money, I have

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paid it into the tahvil of Hurree Sahoo, fotedar of the above talook. I hereby declare that let the purchaser taking possession of the moquddumee of the above village, exert himself with full confidence in the cultivation of it and pay the Government dues. Neither I, nor my brethren, nor my heirs will hereafter advance any claims thereon. This is given as a sunnud kobaleh moquddumee.

One mouzah.

Moqurruree	Arazee	107	12	0
Ditto	Tunkhah Ruqmee, Rs.	203	8	0
Ditto	Jumma Kumal, Khs.	151	12	0
Ryottee		145	10	0
Mujraee		6	2	0
	Kahuns, Cowrees	151	12	0

Dated 21st Ramzan 1178 Umlee.

Deed of Sale of a Moquddumee by a Talookdar.

I, who am Gokulanund Maintee, son of Nityanund Maintee, son of Siruebaus Maintee, canoongoe willaity of Pergunnah Matkudnaghur, in the full possession of my senses declare that since Mouzah Bulrampore in my talook has become waste and fallen out of cultivation, and being unable to pay the public revenue assessed on it, I have therefore of my own free will and consent sold the moquddumee of the said mouzah for 55 kahuns of cowrees to Bulboo Sahoo, son of Anooor Sahoo, and having received the purchase-money, have paid it into the tahvil of Sree Ram Sahoo Mahajun, on the part of Gooroo Pershad Ohdedar, in liquidation of the balances due from the Paikasht villages of my talook. Let the above purchaser take possession of the said village with all rights and appurtenances thereto, julkar, baghat, and kool huboobat (taxes), and cultivate it properly, paying the Government revenue through me (shamilat). Neither I nor my heirs will ever advance any claims upon the moquddumee of the above village.

Dated 1205 Umlee.

Sale of Ground by a Moquddum.

I, who am Bamdeo Punda, son of Bykunth Punda, moquddum of Mouzah Patpore, in Pergunnah Asseressur Bissee, Sircar of Cuttack, declare that in the full possession of my senses I have sold 1 beegah 17 ghoonts and 6 biswas of land "*bunjur kharij jumma*" on the ruckbah of the above mouzah, 20 dustee measure, bounded as below, of which I hold proprietary possession, for the sum of 17 kahuns 6 puns of cowrees, to Sheikh Nusser Oollah, son of Sheikh Qasim, and having received the amount, have paid it in, in liquidation of the balances due from the said village. Let the purchaser take possession of the ground and bring it into cultivation. Neither I nor my heirs

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will ever advance any claims to the same. Should the hakim hereafter offer any objections, I will pledge myself to become responsible and settle the matter. This is given as a sunnud bye nameh.

Here follows specification of boundaries.

Dated 25th Rubbee-ool-awul 1150 Umlee.

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46. The words "tusurroof malikaneh," it will be observed from the above and the documents in the Appendix, are used as frequently by the selling moquddum in reference to what he sells, as by the talookdar, although avowedly subordinate to a superior holder of the latter description, as in the case of Bynsee Sawunt. The words, I am persuaded should be understood as descriptive of the sort of tenure of the moquddum—one enjoyed by ancient prescriptive usage, constituting a title of right, and not one which is dependant on the will of another, and cannot be transferred; as expressing "*dakli-malikaneh,*" in short, in contradiction to "*dakhl bu soorut i gomasteh or moostajir.*" The thing sold is in general stated with great clearness in the body of the deed to be the moquddumee or chiefship of the village. But here too the same ambiguity often occurs as was noticed in respect to the sale of a portion of a talook. Indeed, the bills of sale executed by moquddums admit of being construed much more frequently than those of the talookdar, to imply that the village was actually sold, instead of merely the hereditary title of management. In the decision of the Sudder Dewanny Adawlut in the case of Runglal Chowdree, appellant, Ramanath Das, respondent, it is stated that the moquddums of Behar appear to have exercised a full right of property in selling the *lands* of their "*moquddumee villages.*" Unfortunately for the cause of perspicuity, the Persian word "moquddumee" may be used both adjectively and substantively, but on considering closely a point of so much importance to the right determination of the question, as that of the thing actually sold, it is of the last importance to discriminate whether the moquddumee of the village or the moquddumee village is the property usually disposed of. In the Cuttack bills of sale certainly, wherever the two words do occur together, moquddumee is to be translated as a substantive, the difference laying in its preceding or following the word mouzah. I need not specify that moquddumee i mouzah signifies the moquddumee or chiefship of a village, and mouzah i moquddumee a village of the moquddumee class, or one which has a moquddum. On the whole, I am firmly persuaded that the muzkooree moquddums, or headmen who were admitted to engage as malikan zemeen in 1212 and 1213, had no title to be considered proprietors of the soil in the sense which we attach to the term; but they had, I think, rather a better claim to that distinction than the talookdars. It is evident that the interest of each moquddum in the village under him was greater than that of the talookdar of the division [their russoom I believe calculated on the jumma were nearly equal], although the talookdar having authority over and collecting his dues from a number of moquddums, checking their accounts, and having besides under his own management several pahikast villages, was an officer of higher rank and more extended emoluments, an upper link in the chain of dependence, which reached from the prince to the peasant. At all

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events, if we consider that the thing sold always was the actual village or villages, and not merely the right of managing with the advantages incidental thereto, and thence infer a property in the soil, we are brought to this dilemma that the talookdars and moquddums were constantly proprietors of the *same* subject matter, the fact being incontestible that there existed from time immemorial some three, four, or more moquddums on nearly every talook of the Mogulbundee, possessing the rights of sale and inheritance described. Such a conclusion would be an absurdity, but there is none in considering them both to have possessed certain rights and official duties and emoluments in regard to the same land or villages. What the exact nature of these rights was will be particularized more fully below. Thus far I have confined myself to the endeavour to show that they did not amount to a title of property in the soil.

47. It will be useful to notice in this place the light in which moquddums were viewed by the officers employed in making the first settlement of this district under British administration. The Persian records of the settlements of 1212 and 1213 contain absolutely nothing but taahoods and kubooliats, with a few brief roobakarees. Amongst the English correspondence I find the following scattered passages, which show the general existence of moquddums at that era, with some sort of rights, though they do not explain very satisfactorily what those rights were. In all the proclamations of the first Commissioners, zemindars, moquddums, and khundaits are always mentioned together as the parties under engagements for the payment of revenue, the peculiarly appropriate term talookdar being rarely or never used. In a letter signed by Mr. Melville, dated 31st October 1809, it is stated—"The system which I intended to have "adopted is, that in the business of realizing the collection of the "Government revenue, the different classes called zemindars or heredi-"tary landholders, khundaits or hereditary officers of police in charge "of paiks, and moquddums or hereditary head ryots of villages, "should each, until further orders, perform their customary duties and "receive their respective dues. Of the respective duties of the above-"mentioned class it may be sufficient to notice that it is the business of "the zemindar, when required to do so, to make all his ryots bring "their rents to the representative of Government. It is the duty of the "khundait to seize, on the application of the zemindar, a refractory "ryot that is in balance, and it is the duty of the moquddum to be "present when the different ryots are paying their rents." Mr. Hunter, Collector of the Southern division, in a report dated March 2nd, 1804, says:—"There seems to be very little distinction between "the zemindar and moquddum. The latter is an agent or representative "of the former, having the charge of one of the villages of such zemin-"dars as possess more than one, and being accountable to Government "for the collections made in that village which he has rented from "Government. Both situations are hereditary, and the person in charge "of the village, whether zemindar or moquddum, retains in his own "right one-twentieth part of the produce of the lands attached to it. The "remainder is divided into equal portions, one of which becomes the "property of Government, and the other is allotted to the cultivator of

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"the ground. If the zemindar prefers paying in kind instead of "money, Government receives one-eighth addition of the remaining half." Mr. Grœme observes in a letter dated 8th January 1805—"During the last "30 or 35 years the Mahrattas have collected the revenues of that per- "gunnah (Saibeer) through an amil, the same as they collected those of "most other zemindars in the province, that is, from the moquddums." There is a perwannah and roobokaree of Mr. Ker's on record in 1804, addressed to the sudder canoongoe, the chowdrees and canoongoes of the Budruck Sircar, in which it is stated that although he had taken engagements from them as zemindars of their several talooks, yet notwithstanding they had failed in the discharge of the public dues, and were trying to defraud Government by giving in false accounts; that the moquddums, their shikmees (dependant holders), they must be aware, had come forward generally throughout the division, and were anxious to engage at a higher jumma; and therefore, unless they abstained from their present courses, he should feel himself obliged to adopt a different system of management.

48. In discussing the former history and revenue management of the country, one is naturally tempted to look to the state of things in Khoordah, as calculated to afford some insight into the Hindoo notions of property in the soil, and to reflect light in consequence on the Mogul institutions, which there is every reason to believe were derived chiefly from the system found already existing in the country. It is well known that Khoordahs with the four adjacent pergunnahs—Limbaee, Rahung, Serrain, and Chowbeescoodh—formed the last portion of the Raj of Orissa, left to the heirs and representatives of its ancient sovereigns, who were allowed to retain possession of this corner with the titles of Maharajah and zemindar. The four pergunnahs having been separated from the control of the Rajahs in 1168 Umlee, or upwards of 60 years ago, by the Mahratta Soobadar Sheo Bhut Santia, they present a less perfect specimen of Hindoo revenue management. In Khoordah, of which the Rajahs were allowed to retain undisturbed possession down to 1212 Umlee, it is natural to suppose that they should have upheld or have introduced on a reduced scale a system of management something resembling that adopted by their ancestors throughout the whole province. We must consult the example of Khoordah, however, with considerable reservations, making large allowances for the altered circumstances in the history and condition of its rulers. In proportion as the Rajahs were straitened, oppressed, and harrassed by their powerful neighbours, they seem to have become tyrannical and oppressive: rights were trampled under foot, and the people sacrificed to the necessities of their rulers, and the indispensable object of maintaining a large army of paiks and other military retainers. Mr. Forrester has noticed the proceedings of the Khoordah Rajahs in breaking up and dismembering all the ancient khundaitees left under their control, which they were strong enough to meddle with. The same authority characterizes the system of management pursued by them in latter times as marked by the greatest violence and rapacity.

49. In Khoordah there is nothing like a property in the soil to be traced on the part of the subject. Mr. Wilkinson seems to consider the thanee ryot even as a mere tenant at the will of a superior, having no

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permanent and prospective title of occupancy. The Pudhans and Bhooees, or heads of villages and accountants, both in Khoordah and the neighbouring pergunnahs, have been always considered from the beginning [save in one instance] mere officers of the Rajah, depending on his will and pleasure, though for the most part succeeding hereditarily to their offices. The Dulbehras or heads of gurhs, *alias* talooks, and the different descriptions of Kurn called Bhoee Mool, Bytkurn, Kotkurn, and generally Set or Chit-Kurn, are clearly to be viewed in the same light.

The sentiments of the first collectors respecting the former class of officers will be found in the following passage:—Mr. Hunter, Collector of the Southern division, states in a letter dated 21st October 1084— "The four pergunnahs come under the denomination of Rajwareh, the "Rajah of Khoordah being proprietor of the land, and the revenues "paid direct to Government by Bhooees and Pudhans appointed by "the Rajah." Mr. Grœme in his report on the settlement for 1212 Umlee, observes:—"The Pudhans of Pergunnah Limbaee received from "the former Government one beegah of land in twenty for superintend-"ing the collection of the revenue. They are willing to engage, but as "by making engagements with them proprietary rights would be con-"ferred, I recommend that the pergunnah be held khas."

50. I cannot discover that the Dulbehras and the Kurns ever sold their situations, or any part of the jagheer land or russoom attaching thereto. In many of their functions they answer closely to the officers described in paragraph——to have been vested with the superintendence and management of the police and revenue of the old Hindoo divisions of the Mogulbundee, though the title of Dulbehra or chief of landed militia gives a new character to the head class. The sunnuds and perwannahs of the old Rajahs still extant on matters connected with land are addressed always to the Set-Kurns and Dulbehras of Gurh so and so, and the Pudhans and Bhooees of village so and so, in the style of Mogul firmans addressed to the chowdrees and canoongoes, who most probably copied the form from the Hindoos, as they could have had nothing of the kind in their own country.

51. The Pudhans and Bhooees were constantly in the habit, and are perhaps to this day, of selling shares or the whole of their Pudhanee and Bhooee Pun, Bhooee Giri or office of accountant The sanction of the Rajah or his Dewan was perhaps necessary, but this was never refused, or might be always purchased. I annex translations of two Kiria Puturs, or deeds of sale, one by a Pudhan, the other by a Bhooee. They are curious and moreover instructive in two points of view. No body, I presume, will argue that these avowed officers of the Rajah sold the *village* in any instance. The deeds specify clearly that the Pudhanee and Bhooee Giri, with the Hita and profits attaching, were the only thing disposed of. Why should a different construction be given to the talookdaree and moquddumee sales? Further, we find persons of a *subordinate rank*, *universally* understood to hold the management of land by a tenure merely official, inheriting such office and disposing of the same by sale under certain restrictions. Why should the exercise of similar privileges be considered any necessary proof of a property in the *soil* on the part of the corresponding classes of managers, and their superiors in another part of the district?

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Deed of Sale by Pudhans of Mouzah Odeypore in Pergunnah Limbaee, [Ooria.]

Dated Wednesday, 27th Assin, in the 43rd Ank or year of the reign of Rajah Beer Kishore Deo Maharajah.

We four persons, Dhurnee Das, Koornee Das, Kesub Das, and Seba Das, Pudhans of mouzah Odeypore in Pergunnah Limbaee, having this day received from Kishen Patjoosee Mahapater, inhabitant of Putna Kishen Sarunpore *Hat* Delang, in the above pergunnah, the sum of Rs. 76-8 in cowrees, or at the current rate of exchange of 2k-4p. per rupee, altogether 172 kahuns, which is a fair price, execute the following deed of sale. We sell to you our pudhanee or right of management (huk-i-serberah) in the whole of the said village of Odeypore, the ruckba of which is about 15 battees 10 beegahs, and also our hita pudhanee or service lands, which are 3 beegahs Dehee, 3 beegahs Kala. and 7 beegahs Sarud, altogether 13 beegahs. You will hold the pudhanee of the village as long as the sun, moon, and earth last. Should any Sawunt or chief or our heirs or any other claimants advance a claim, we will be responsible, so long also you will enjoy the hita pudhanee or service lands, which we have sold, with everything above and beneath, water, dry land, mineral productions, wells, wood, stones, fruit-trees, &c. You may cut down and plant trees on the ground and act as you please with the above hita; also you will receive the customary sarhee (siropa) of Sree Juggunnath Geo. This deed will stand for ever as a kirai putr and bishodun or receipt.

Witnesses—several Pudhans and Bhooees.

Deed of Sale by a Bhooee or Village Accountant.

Dated Monday, 25th Assin, in the 17th Ank or year of the reign of Biresree Rajah Dirb Sing Deo Maharajah.

I, who am Rugoo Nath Maintee, Bhooee of Mouzah Gowree Pot Matiapara, in Pergunnah Limbaee, execute in behalf of Sunkur Putnaik, inhabitant of Mouzah Odeypore, the following deed of sale, having this day received from you the sum of Rs. 35 in cowries or kahuns 83-2 at the rate of 2-6 per rupee, which is a fair and even price. I hereby sell to you in exchange for that sum the Bhooee Giri or office of Bhoee of the said mouzah, which was formerly purchased by my father with the sanction of the Maharajah. The ruckba of the village is about 85 battees (or beegahs 1,700). I sell you likewise my hita lands which are established at the customary rate of Rs. 12-8 per batee, with my dustooree and russoom. You will enjoy the office of Bhooee and the hita land as long as the sun, moon, and earth last. Should any sawunt (chief) or huqdar, or neighbour or heirs of mine advance any claims, I shall be responsible for satisfying them. Till the day of resurrection you will possess the hita land, and everything above and beneath it—water, dry land, mineral productions, ponds, wells, trees, stones—you may cut down and plant trees at your pleasure. This is given as a deed of sale and receipt.

Witnesses—several Pudhans, Bhooees, and others.

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52. I stated in paragraph——that moquddum is the Arabic word which was used by the Mahomedans to designate the office held by the pudhan or head of a village under the ancient Hindoo raj. The natives seem generally to incline to the opinion that there is some difference between the rights and situation of a pudhan and a moquddum in favor of the latter; but in what it consists exactly I cannot obtain any satisfactory definition. There is this obvious difference, that the wutun, pitraleh, or jagheer land of the moquddum is a fixed and settled quantity of ground, whilst the pudhan is in theory allowed to cultivate one beegah free of rent for every twenty beegahs of ryottee land brought into cultivation in the village; but even this distinction scarcely holds good in practice. It is stated, too, that the pudhan, when dispossessed of the management of his village, retains no pudhanee land or russoom, whilst the moquddum under the same circumstances continues to hold his pitraleh. It may be that the tenure of the village chief under the more enlightened and equitable system of administration of the Moguls acquired a greater value than before, or at least retained its old character, whilst the pudhans who were left under the oppressive and barbarous rule of the Khoordah Rajahs, reduced from their former rank of sovereigns of the whole country, rather lost ground in common with all other classes of persons connected with the land. The same consideration might explain how the chowdrees and canoongoes came to possess a recognized right of selling under the Moguls, whilst their prototypes, the revenue and police officers such as we now see in Khoordah, became so entirely dependant on the caprice of the Rajah, that they neither inherited regularly nor could transfer their offices by sale. As I do not possess the means of explaining satisfactorily the causes of these variations, I shall content myself with adverting to the fact.

53. The tenure called Khureedugee has sufficient connection with the subject of the preceding discussion to be noticed conveniently in this part of my report. It is, I believe, unknown elsewhere, or at least has many features of a peculiar nature in this district.

54. The word implies simply a thing purchased. There are three descriptions of khurreedah land in Cuttack—maaffee, tunkee, and serberahee. Some estates of the latter kind were "muzkooree," being the Khureedghee Bazee Asamean mentioned in the Mahratta jummabundee papers, the holders of which engaged for the revenue of them as proprietors in 1212, their mehals being entered as *khureedagee* mouzah fullan, &c.*, the name being taken from the village in which the principal parcel of land lay; or *khureedagee putna* or *bagh* so and so, or simply as *putnas*. Many others are held subordinate to the zemindars, to whom they pay a low rate of assessment. There were upwards of eight hundred of such mehals or estates entered at the triennial settlement for 1213, 1214, and 1215.† It would be vain to attempt a guess at the number of smaller unseparated tenures of this kind still existing, but it may be stated generally that almost every

* As Khareedghee Mouzah Arsa Oghyreh.
Khareedghee Putna Rogoonauthpore, Oghyreh.
Putna-i-Kramunghur
Putna Golam Alee, &c.

† They now pay a jumma of Sa. Rs. 57,000.

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village has some khuridehdar tenants, and that the hasilat land in nearly every ruqba account is divided into two classes, khureedah and ryottee.

55. The possessors of the khureedah lands have certainly, I think, a very good title to be considered proprietors of the soil. They bought the actual ground. There is in their deeds no ambiguity of title arising from their purchasing the zemindaree or talookdaree or moquddumee of the land. So many beegahs of arazee bunjur khari jumma are clearly the property acquired. The natives called the tenure by the significant term of *milk* kureeddugee, and the proprietors were termed *milk dars*—a designation, it may be observed, applied to several classes of rent-free holders who obtained grants of a certain portion of bunjur land, paying no assessment. The persons who bought land as above bought it in general free of rent, but sometimes stipulated to pay a light fixed assessment; they were of all classes, Mussulmans, Bengalees, Mahrattas, cultivating Brahmins, &c. The purchases were in general made originally for building on, or to establish a plantation, or a village of the sort called putnahs, to which further portions were afterwards added for purposes of cultivation, until the acquisitions swelled into estates of vast extent. The ground sold invariably professed to be bunjur kharij jumma or long waste, covered with small jungle, unoccupied and unassessed, and ought always to have been soil of a very inferior description, frequently was so; but here great tricks were often played, and the most unauthorized and irregular alienations took place by the buyers in connivance with the sellers, obtaining possession of good land liable to or previously paying the full assessment. Hence these possessions were often of great value, and occasioned the frequent interference and scrutiny of the provincial officers, or the Nazim, when the abuse had arisen to a great height, who assessed the land, perhaps presumed it, but generally respected the possessory title of the holder, especially if his possession was of long standing. Many of the putnahs were formed by sirdars of the Mogul and Mahratta administration, relations of the Nazim, or by some other favoured individuals, which in course of time escheated to Government or were assigned as the perquisites of particular departments, the Meersamanee, Khansamanee, &c., and were then managed through the poorsetee or head man elected by the inhabitants. The khureedgheer tenure was created, as I have before noticed, by the talookdars and moquddums under them. As long as only a few beegahs were disposed of, the talookdar or moquddum sold of himself, taking care to get the attestation of the gomasteh of the sudder canoongoe, which was requisite to legalize the transaction. When the moquddum sold, the further signature of the talookdar or pergunnah talookdars was requisite. But whenever a large quantity of ground as a batee or upwards was alienated, the purchaser deemed it necessary for his security that his title should be acknowledged by the whole of the chowdrees and canoongoes of the pergunnah, and hence originated those numerous deeds of sale in the collector's office and elsewhere, executed jointly by the pergunnah zemindars.

56. The most singular and, in a public point of view, the most perplexing and inconvenient feature of the Cuttack Khureeda Mehals,

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is the scattered situation of the lands, and the vast quantity of minute parcels of ground taken from the ruqba of an almost incredible number of villages near and remote, combined together in their formation. The two most striking cases of the kind are Putnah Golam Alee, &c., sudder jumma Sicca Rs. 900, which stretches with more or less continuity from Pooree to Bhudruck, and the Bagh Brindabun, sudder jumma Sicca Rs. 500, which reaches from Balasore to the Soobunreeka; ordinarily the lands of a khureedah estate, which pay a sudder jumma of Rs. 300 or 400, will be found to lie in thirty or forty different villages belonging to different pergunnahs and talooks, comprising for the most part very inferior and unproductive soil, such as would in all probability never have been cultivated under any other tenure.

57. It may be asked if the talookdars and moquddums who sold were only revenue officers and managers, whilst the khureedadars acquired by purchase from them a title of ownership in the soil; how could they confer on others what they did not themselves possess? But it should be recollected that these alienations must be considered as made by those persons in the light of agents and representatives of the Government, whose sanction was implied by the signature of the sudder canoongoe or controller in the Financial Department; that no injury was done to the public interests as long as the ground was what it professed to be, and which alone could legally be alienated, viz. bunjur khariz jumma, or land "az Moodut Wyran aftadeh," whilst the sale of it afforded a fund to the landholder whence to discharge his balances, and secured the appropriation to useful purposes of soil, of a quality too inferior to invite the labours of the regular malgoozaree ryot; and that lastly, the zemindars and others have been always admitted by all parties to have enjoyed certain rights and privileges in the disposal and settlement of waste unoccupied land, which formed indeed one of the chief sources of emolument attaching to their situations. The sovereign power, however, reserved to itself the exercise of privileges in regard to the disposal of waste land similar to those which it allowed to its delegates on ordinary occasions. Thus we find on record numerous firmans and sunnuds granting fifty or a hundred battees or upwards of arazee aftadeh, or bunjur kharij jumma in lakhiraje tenure to learned, religious, or favoured individuals when no reference whatever is made to the will and consent of the chowdrees and canoongoes, they being merely apprized of the circumstance and directed not to molest the grantee by requiring payment of any moquddumee, canoongoe, or other cesses and duties. I have given in the Appendix translations of one or two curious firmans granting land by the sovereign of an early date in the reign of Aurungzeb.

58. Whilst on this subject, I cannot help observing that as a very large proportion of the rent-free tenures in Orissa are composed of minute scattered portions of this arazee bunjur kharij jumma, or land of the worst description, which if not granted free of rent would probably never have been turned up by any plough, our anxiety need not be very excessive to resume all the smaller grants with the view to any material improvement of the public resources. Alienations from the public assessment avowedly as such by private individuals were of

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course never heard of under the native Governments, and I imagine they were but rarely made by the governing power.

59. In discussing the real nature of the rights and privileges of the zemindars, talookdars, and moquddums, according to the former sense of the country, it is much easier to say what they were not, than what they actually were. It is my decided opinion, that from the hereditary character pervading so remarkably all the institutions of the Hindoos, they at all times possessed an imperfect title of property in their offices, which was distinctly admitted and recognized by the practice of the Mogul Government, as evinced by the numerous authentic deeds of sale extant, bearing the countersignature of the chief canoongoe or his deputy. The following is an imperfect sketch of the functions and emoluments attaching to those offices. They had the right of collecting the Government revenue assessed on the land according to certain fixed rates, or determined proportions of the crop settled by Rajah Toorul Mull, whose general settlement was unquestionably the basis of all subsequent revenue management, if not the only one known in the province of Orissa. The chowdree and canoongoe talookdars collected direct from the ryots of the pahikasht villages, and through the moquddums from the moquddumee ones. Both classes of hereditary collectors and managers were maliks of the Nufa and Noqsan within the limits specified, that is, they appropriated profits or surplus collections, and in return were responsible for deficiencies, unless they could show them to be the result of some great and overwhelming calamity of season. These profits would obviously arise from persuading the ryots to cultivate the more valuable products in preference to those on which the jumma was originally assessed, and from encouraging the resort of pahee or the extension of tillage by thanee ryots by judicious arrangements in leasing out land that was waste, unoccupied, and uncultivated, but fit for cultivation at the period of the great general settlement, or which had subsequently become reduced to that state. The privilege exercised of selling as well as leasing out portions of the waste and jungly, or bunjur kharij jumma land, has before been noticed. The moquddum sold in his own village, with the knowledge and sanction of his superior, and the talookdar in his tenure at large with the sanction of the sudder canoongoe, and the concurrence of his colleagues. They had both a share of the sayer duties or furoiat ruqm, and of certain taxes on trade and artisans mentioned always in the bills of sale, as the *kool haboobat* and "*mohterfa*," likewise perquisites or tithes on fisheries, pasture grounds, gardens, woods, bamboo jungles, and the plains called *Bena pat*, producing the grass universally used for thatching in this district (andropogon muricatum). As far as I can understand, the resident ryots of each village were enititled to a share of the firewood, bena grass, &c., sufficient for their own consumption, and to graze their own cattle, on plains fit for the purpose, without paying to anybody; but when a question arose as to disposing of produce to a stranger or admitting strange cattle to graze, the talookdar or moquddum (according to circumstances) would be the malik and conclude the bargain and arrangement. The above article did not, I believe, in general form a part of the public assessment, unless in cases where their value

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and amount were considerable. They were allowed also ground for building, or Khanabaree, and cultivated certain portions of land free of assessment for their subsistence, the nankar of the talookdar being called khomar or nij-jote, and that of the moquddum pitraleh or wutun. They levied further established russoom, the moquddum from the ryots of his own village, and the talookdar from the moquddums and the pahikasht villages. Being responsible jointly with the khundait and chokoyahs for the police of the country, they must of course have derived advantages from fines, forfeitures, bribes, &c., all of which, with taxes on marriage so regularly taken under the Mahrattas as to have become an avowed impost in the revenue accounts, are rather of the nature of illicit perquisites, according to the proper constitution of the country.

60. After taking much pains I have never been able to satisfy myself as to the precise value of the advantages resulting from these combined sources of emolument in any one instance; nor do I think that the knowledge is now to be obtained, or a tolerable guess even made at it. The answer invariably given by the natives is that the custom and amount differed in every mehal; how, therefore, can they state any general rule or proportion? This was certainly, I imagine, the fact. The first Commissioners took considerable pains to ascertain through the Collectors the quantity of land held as nankar by the zemindars, moquddums, and khundaits, and the amount of russoom enjoyed by each under the Mahrattas. The attempt failed entirely in every instance. Both Mr. Ker and Mr. Grœme report distinctly their want of success in acquiring consistent or credible information, and the columns therefore in the settlement accounts of 1212 and 1213, which were destined to show these particulars, are found to be uniformly blank.

61. In the few cases where the amount of russoom and nankar land are known, they will be found to bear no fixed proportion to the jumma. Sometimes they were determined by express grant of the ruling power. Rajah Sungram Singh, a former zemindar of Pergunnah Ootekun, sudder jumma Rs. 22,900, claimed to hold thirty-one batees of land as khoodkasht and khanebaree free of rent under an old grant from Rajah Ruggoojee Bhonsla. Narain Chotra held only forty-two battees of khomar land, calculated to yield about Rs. 2,000 per annum, though paying a jumma of nearly a lakh. But then as he has himself stated to me, he had considerable perquisites besides, exclusive of russoom. He derived a profit from paying the troops stationed in his neighbourhood under the foujdar of Pipley, and collected duties on salt and merchandize passing through his zemindaree, much of which was appropriated to his own use. The Rajah of Puttia drew kahuns 5,000 per annum, and held certain villages rent-free in consideration of his zemindaree title to Pergunnah Saibeer, jumma Rs. 13,000. The chowdree and canoongoe talookdars of Pergunnah Jhunkur, sudder jumma Sicca Rs. 9,293, enjoyed a deduction from the jumma as zemindaree khurch or russoom, to the same amount of kahuns 5,000 per annum under a sunnud granted by Mania Bapoo, the uncle of the Berar Rajah, and this amount was paid to them by mistake for two or three years after the Company's accession.

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62. It is of importance, however, to remark that a recognized and prescriptive rate of allowance or deduction from the gross collections on account of zemidaree and moquddumee russoom is distinctly to be traced in this district, viz. that of one in twenty or 5 per cent., though I believe it represents very inaccurately the actual receipts of the parties under that head.

63. Having stated my sentiments respecting the rights and tenures of the sudder malgoozars in Cuttack, it naturally follows to consider of the privileges and condition of the actual occupants and cultivators of land. I am aware how incomplete my information is on this most important branch of my subject, but shall nevertheless state concisely the views which I entertain.

64. In every village of respectable size throughout the Mogulbundee, two great classes of ryots or tenants and cultivators of malgoozaree land are known, the thanee or fixed residents, and the pahee or non-residents. The best land of each village have been for ages divided out in fixed portions amongst the thanee or sthanee ryots. They are in many parts bound to pay the rents of this portion annually, whether they cultivate the whole of it or not. They do not in general take out pottahs nor do they give kubooleats, as they hold the lands under their jot or plough hereditarily, and the amount of their proper payments on account of rent depends on a measurement and adjustment of rates made long anterior to the present day by act of the sovereign. Such at least is the state of the case in regard to the most substantial and respectable part of the thanee ryots. Pahees are those who rent and tenant temporarily land not occupied by a thanee, (and which will be considered the property of the State or of the moquddum or talookdar, according to different views of the state of landed property under the native governments) in a village where they have no fixed habitation. These for the most part take out pottahs and give kubooleats, though verbal agreements are not uncommon where the contracting parties are well known to and have confidence in each other. Summary claims for recovery of arrears from the thanee ryot, if ever preferred, are enforced by the production on oath of the bheean or papers which show the land tenanted, the rates and total payment of each ryot; those against pahees are most frequently grounded on kubooleats. As the pahee cultivates at his pleasure, and feels little reluctance in removing from a spot where he has taken up a merely temporary abode, he of course makes his own terms with the moquddum or talookdar, and pays a far lower rate than the tenant attached permanently to the soil. The difference between the nirkh pahee and the nirkh thanee in favor of the former is too well known in this district. Besides the heavy regular rate charged on the thanee all impositions, contributions, and extra collections on accounts of akrajat are loaded upon him, as long as he can bear them. The Government increase for instance since 1216 Umlee is often levied from the resident cultivators in the shape of ruqm or muthote, so much in the rupee, called Izafoh Sircar. The sowaee collections made from the pahee are in general of trifling amount, and such as are admitted to be justly demandable. It naturally becomes a question what are the advantages of the thanee to compensate for the heavy burthens and

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impositions to which he is exposed. In the first place there is the general one of having a home of his own, where his ancestors have dwelt in all ages; of sitting under the shade of the trees which they planted, and of bestowing his labours on land which may in one sense be called his own; rooted to the soil he has a local habitation and a name, a character known to his neighbours, and a certain degree of credit thence resulting which enables him to borrow from the mahajun, and secures to him a settled market for the disposal of his produce. Then again he is exempt from demand of chandina or house rent, and is allowed besides a small portion of rent-free khanabaree land around his habitation as garden ground, where the trees which he plants are his own, though liable probably to be cut down or attached in payment of arrears; also a spot called Talmoonda to drop the rice seed into previous to transplanting. A preference is given to him in cultivating the lands of the village lakherajdars, when they do not themselves handle the plough, and his sons and brethren, or even himself, may cultivate untenanted land as pahees in their own or another village.

65. I am not prepared to say exactly what period of residence entitles a pahee to become a thanee, or I should say rather renders it obligatory on him to share the burthens of that class? Whether all pahees must not be somewhere thanees, or whether there is a considerable class of sojourning husbandmen who move about frequently, cultivating only from year to year, or supposing the half of one village to desert to another, on what understood terms they are allowed to make a settlement, either now or under the old Government? There are, I believe, many small hamlets in this district of temporary construction inhabited solely by pahees, and there are numerous wyranee or ghyr abadee mouzahs, where the name only of a village remains, but no inhabitants the lands being cultivated if at all by residents of the surrounding villages at the pahee rate. Mr. Forrester makes a curious observation on this subject in his report on the settlement of Limbaee, dated 16th August 1819—"It is said that the proportion of pahee ryots has of "late years very much increased, in consequence of the heavy jummas "put on by the Rajah's farmers, many ryots declining altogether to "*cultivate in their own village*, and engaging only for lands in neighbour-"ing villages, where they can settle their terms before they begin to "cultivate. This appears to me a very desirable alteration." Such a proceeding would not, I imagine, in the greater part of the Mogulbundee exempt them from payment of their established jumma, or at least should they refuse to liquidate this, they must pay house rent and forfeit all their privileges as thanees.

66. It appears to me a clear established principle in Cuttack, and it is scarcely denied by any whose notions of landed property have not been altogether newly modelled by the British laws and regulations, that the superior holder, whether moquddum or talookdar, has no shadow of a right to dispossess the thanee ryot from his land so long as he pays the rent demandable, and also that that rent was formerly fixed by act of the Government on consideration of the quantity of soil tenanted by each, its produce and value in reference to which the zemindar's payments have been adjusted, and consequently that he has no title whatever to require an increase. The unprosperous state of the

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ryots, however, for a long series of years must necessarily have introduced numerous alterations and fluctuations. Where a resident cultivator has broken down from misfortune or oppression, the zemindar must of course lower his rents temporarily, if he wishes to prevent his absconding or starving,—a relief which would render him liable to an equivalent subsequent increase; and when a cultivator cannot or will not pay his rent, it has been at all times customary to make over temporarily his lands to any other person who may be willing to take charge of them. The interests of the ryots are too little understood in Cuttack to enable me to say what period of recusance to cultivate or inability to pay would involve a final forfeiture of the title of fixed occupancy, supposing it could ever be the interest of the zemindar to impose such a penalty. With respect, too, to the payment of a fixed jummabundee or quantum of rent for the same quantity of land, the advantage is merely nominal, as the person who collects has long exercised the power of imposing additional burthens in a variety of shapes and names, which the ryot cannot resist the payment of, and many of which become in the course of years consolidated with his established rates. The practice of dividing the crop is not common in this district, and seems rather to be shunned by the cultivator.

67. As far as fixed hereditary occupancy of the soil independent of the will of another can convey a title, the thanee ryot of Cuttack may be considered in some sort a proprietor of land. But there is nothing like a distinct palpable and recognized right of property in the soil to be discovered on the part of the resident ryots of Orissa, like the meerassdars of the Deccan, or the village zemindars of the Upper Provinces. Neither is the general sense of the country in favor of such an hypothesis, nor do the ryots themselves claim it. After the most careful inquiry I have been unable to discover any instances of a royt selling or mortgaging his lands, nor can I meet with any one who thinks they possess such a right, or is aware that such has ever been exercised in practice. It may still be said that this is not conclusive as to the original state of things. In latter times the situation of the thanee ryot has become distinguished from that of others, not by its superior advantages, but by the greater share of suffering and exaction attaching to it. What a man is born to, he must put up with as long as he can; but no person would voluntarily enter upon a lot so unenviable and undesirable as that of the fixed resident cultivator. We see that class constantly breaking down all around, and the disposition on their parts to change is not confined to Limbaee. I myself know some talooks which have become ruined solely from the desertion of the thanee ryots, whilst pahees are to be had every where in abundance by allowing moderate terms.

68. The evidence of local history and tradition* in Orissa supports the conclusion which has been often drawn from certain passages in the institutes of Menu, that throughout India the regular land tax

* The chapter in the records of the Temple at Jugguunath, called the Raj Chaitra or Annals of the Kings of Orissa, states the land tax under the princes of the Kesaree dynasty who reigned from about A. D. 470 to 1132 A. D., to have been pretty uniformly five kahuns of cowrees per batti. The same authority states the revenues of the whole kingdom from the Ganges to the Godavery at thirty-five lacks of mars of gold, equivalent to about the same number of deh masha rupees during the reign of Rajah Anung Bheem Deo, who flourished at the end of the 13th century.

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was extremely low under the dominion of its ancient rulers, but there were levied then without doubt, as in latter ages, a great variety of extra assessments and occasional demands technically called bhedas and manguns, which greatly abridge the advantage. If we were to form a judgment from the state of things in Khoordah and other large divisions of the Rajwareh, where a system of pure Hindoo management prevailed to a very late period, we may safely pronounce that the known fact of the lightness of the regular land tax under the Gujpute sovereigns of Orissa enables us to draw no satisfactory conclusion whatever as to the real extent of the burthens and the actual condition of the cultivators. I have been always inclined to think that the settlement made in this province after the Mahomedan conquest, though it increased greatly the regular land revenue, did so less in reality than in name, by consolidating into one fixed demand the numerous irregular arbitrary and undefined requisitions and exactions by which a full revenue was before extracted from the ryot. I have above used the expression that the ryot cannot be dispossessed of his lands so long as he pays the rent justly demandable, and Government has often inquired by what principle this demand is regulated. Mr. Forrester and Mr. Wilkinson have both stated that in the Rajwareh portion of country under their charge, the thanee ryots share amongst themselves the public assessment, or the sum required by the ruling power, after deducting the payments of the pahee ryots, and that no rates are known there. I am inclined to think that in the Mogulbundee both the rates of rent and the total regular payments of the resident cultivators have been always fixed and known amongst the people themselves, though liable to perpetual enhancement by extra, irregular, and unauthorized demands. According to the theory and admitted revenue principles of the country, those rates could never be altered, except on the occasion of a new general settlement undertaken by the Government, which should supersede the order of things introduced at the preceding one, formed more than two centuries since The settlement of Toorul Mull was, I am satisfied, the only known standard for determining the payments of the ryots up to 1211. It is vain to inquire what standard has been observed since, as none was ever either preserved or thought of in Cuttack subsequent to the introduction of the British authority.

69. The khureedeh tenure has been stated as involving almost necessarily a right of property land. I shall now state another case which proves both that property in the soil was known to a certain extent under the native governments of Orissa, and likewise that it is easy to distinguish where it really did exist. I allude to the sasun villages or lands held by colonies of Brahmins in virtue of express grants or "*sasuns*" from the ancient Hindoo sovereign. These villages were once common throughout the province, and the nam· is still to be traced in some cases where the privilege of holding free of rent has been wholly lost, as mudh sasun, ootra sasun, &c., in pergunnahs Hurihurpore and Paharagpore, &c., and many villages in Coordes. At present they are to be found chiefly in the four Pergunnahs Rahung, Saraeen, Choubeescood, and Limbaee, where they all pay the light fixed assessment called tunkee. The royal grants conferred originally a certain quantity of land, so many hundred battees of laiq oftadeh, and nalaiq to a given number of

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Brahmins that they might settle themselves upon it, build a village, and derive a subsistence from the produce of the lands when brought into cultivation. The Brahmins on taking possession shared out the ground both good and bad amongst themselves, and transmitted the fixed proportion which each received to their heirs. They have ever exercised the most uncontrolled right of selling, mortgaging, and bestowing by gift the whole or part of the same. They acknowledge no hereditary head acting as the agent of Government, or in any capacity controlling their conduct, their moquddum or pudhan being chosen at intervals from amongst themselves, and holding his office purely at the pleasure of the community for the purpose of transacting their business with the hakim, and adjusting disputes amongst themselves; neither have they under them any thanee ryots with rights of occupancy in the soil. They cultivate the ground, either themselves if of the Mustan tribe, or by labourers who may or may not reside in the village, but are in the fullest sense mere tenants-at-will. If any of the numberdies without heirs, his lands become part of the joint stock, and are managed for the benefit of the whole community, each member receiving a share of profits proportioned to his interest in the village. So also in the event of any subsequent acquisition having been made after the first grant, there are cases known where the newly-acquired land is cultivated, or if a putna was established, the rents of the putna collected on the common account for the benefit of the whole. When the necessities of the Khoordah Rajahs obliged them to impose a tunkee, it was levied at a fixed rate per battee from each tunkeedar, as the Brahmin sasunias have been since called; and the same principle of sharing out the assessment amongst themselves in proportion to their interest in the village, was long kept up by those who fell under the heavy regular assessments of the Moguls and Marhattas. There is one village in the Mogulbundee Mouzah Beer Bhanpore, which, although assessed at a full jummah, still preserves all the essential features of this tenure. The lands are held by about 80 Brahmins, who each pays a fixed share. The nominal zemindar was entered in the Collector's books with their consent, and has not interest enough to collect a cowree from his brethren beyond their fair proportion. If the village should go by sale, the new purchaser would find himself equally unable to oust these unrecorded proprietors if disposed to make the attempt, such are the force and energy of character of the cultivating Brahmins of Orissa, combined with a greater degree of hardened obstinacy, stubbornness, and sheer vice than are to be found in any other race probably in India. The villages of Mogulpore, Duckhunbar, and Ooter Bar mentioned in Mr Forrester's Limbaee Report, were, I am told, originally sassuns; and by the expression moquddums that officer evidently means to designate the whole body of the Brahmin proprietors. How the term moquddum came to be applied to hereditary landholders of this class may be explained by the circumstance that the villages once formed a part of Cot Rahung, an adjoining pergunnah in the Mogulbundee, but were from some cause annexed to Limbaee by the Mahrattas after its separation from the Khoorda raj. The persons engaging for the payment of the public revenue assessed on them to the Moguls and Mahrattas were called moquddums, because that was the title given commonly to the head

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functionary of a separated malgoozarree village, and the Brahmins, all claiming equal rights and jealous to the last degree of them, would naturally insist on each taking the title, that no permanent superiority might attach to any one of their number.

70. Having now submitted the information which I possess on the first branch of the inquiry indicated by the orders of Government respecting the land tenures of this province, I proceed to the second branch of that inquiry, viz. the degree in which the rights of the several classes have been affected by the operation of our laws, and the system of administration pursued by the executive officers, revenue and judicial.

71. The distinct and express admission of the zemindars of pergunnahs, the chowdree and canoongo talookdars, the moquddums and serberakars of muzkooree villages and putnahs, &c., to engage for the payment of the revenue of the several mehals under their charge as the actual proprietors of the soil comprised in them, has been noticed in the outset of my report; all the acts and proceedings of the revenue and judicial authorities from 1213 to the present day have proceeded on the assumption that the sudder malgoozars are the *boná fide* proprietors, not merely of their zemindaree, talookdaree, moquddumee or serberah, but of the land itself, and have recognized and upheld their title of ownership in the most full and explicit manner that it is possible for any body of public functionaries to do. It is not easy to perceive how any other views could have been adopted under the regulation enacted expressly for the management of the revenue affairs of the province. Regulation XII, 1805, though it does not say in so many words that the zemindars and talookdars are the actual proprietors of the soil, evidently designed to recognize them as such. In section 6 " the lands of some zemindars, talookdars, and other actual *proprietors* of lands held khas or let to farm" are mentioned. A less definite denomination is used in the preamble, because farmers are there noticed, " whereas the principles of justice and good faith require that the declarations made by the late Board of Commissioners to the several descriptions of zemindars, talookdars, farmers, and other *holders* of land should be formally recognized and confirmed." Section 2 defines the Mogulbundee to be " that part of the zillah of Cuttack in which, according to established usage, as in Bengal, the *land itself* is responsible for the payment of the public revenue, and in which every landholder holds his lands subject to the condition of that usage." Clause 2, section 4, directs the settlement to be concluded in all practicable cases with "the zemindars or other actual proprietors of the soil." Who the *other* proprietors were is defined by clause 9 of the same section. "The settlement of such small talooks or zemindarees, as may be only nominally included in large zemindarees in the sudder jumma of which their sudder jumma may be comprehended, shall be made separately and distinctly with the *proprietors* of those small estates." At all events, clause 10 intimates pretty clearly that hereditary moquddums, generally speaking, were not considered proprietors of land or villages by the framers of that regulation, although the concluding provision of the preceding clause probably intended to confer on them a right of property in all cases where they had paid the revenues of their villages direct to Government for the five years preceding, it being enacted that in such

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cases the settlement should be made with them direct. Clauses 10 and 11 together distinctly class respectable ryots with those who are not proprietors of land. In clause 8 the proprietary possession of a zemindaree, and of the land comprised in it, are used as synonymous expressions.

72. It is not to be wondered at that on the faith of these declarations and enactments, and of the interpretation since uniformly given to them of the zemindars, talookdars, mozkoorees moquddums, and others admitted to engage at that period should have long considered themselves absolute indefeasible proprietors of the soil, and have imagined that it was fully the intention of the British Government to acknowledge them as such in 1804 and 1805, without any reserve beyond that explained in the body of the regulation. The distinctive appellations of talookdar, moquddum, &c., have been long since dropped for the general one of zemindar, which admits more readily of being translated proprietor of land, and is therefore now assumed by every description of sudder malgoozar. Their full title of property in their lands is now uniformly asserted in all durkhausts, deeds of sale, kubooleats, &c., and that property has been sold in innumerable cases for a very considerable sum. The construction supposed to be given by the English gentlemen to their tenure and situation, fell in naturally enough with their wishes, was considered the result of the enlarged views of policy and mature deliberation which mark all our proceedings and served to define exactly to the comprehension of the holder what he before may have thought rather vague and uncertain, viz. the real nature of his rights and privileges. Sales of land for recovery of arrears, or for the pure purpose of creating great landed proprietors, could of course leave no doubt with the public at large how the question was to be viewed. One or two reflecting individuals have expressed to me a doubt whether, adverting to the real state of things in the mofussil, they could be said in purchasing estates at auction to have bought the *zemin* or merely the *Huk-i-Serberah*,* or a compound of both; but such scruples do not occur to the many, and at all events influence the conduct of none.

73. Neither is it to be wondered at that a person going to take possession of an estate with these authorized notions of property should hold rather cheaply the old prescriptive rights of other classes which he sees nowhere distinctly or intelligibly noticed or defined in the regulations, whilst his own are set forth with so much clearness and are to his own comprehension so simple and obvious. The moquddums such as I have described them to be must necessarily stand rather in the way of the exercise of full rights of ownership in the soil, and in fact their tenures are quite incompatible and irreconcileable with the notice of a general property in the land by the superior holder. The consequence is that on the numerous estates of the auction purchasers they have been very generally annihilated, and the few zemindars who permit them to retain the management of their villages have made it their constant endeavour to reduce them to the situation of mere lease-holders. The operation of our laws has therefore, in respect to this class of middle tenantry, produced a very great revolution in property. It is surprising how

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silently and unnoticed this extensive change, and very general dispossession of a most important class of the community has passed off. In the time of Mr. Ker as Judge, and Mr. Hartwell as Register, decisions respecting moquddumees were not uncommon, but from the year 1808 until Mr. Ker's return, with Mr. Turnbull as Judge, no suits or complaints were ever brought into court by any of that class. I state this after having ascertained the fact by reference to the dewanny records. Since, however, Mr. Turnbull's exercise of the judicial functions, several suits and applications have been preferred to the Civil Court by moquddums. Neither does the voluminous English correspondence recorded in the Collector's office from 1805 to 1817, contain any mention of a class once so numerous and of such importance in the internal revenue arrangements of the district. Their existence is once only adverted to, in a letter from Mr. Trower to the address of the Board, dated 22nd July 1817, and then in a way to confirm my statements. He says, "in forming the settlement of pergunnah Coordais it has in "many instances occurred that the moquddums of villages refusing to "engage on the terms proposed to them, those villages were let in farm "or given to other serberakars of the mehal. The dissenting moquddums refuse to give possession to the qubooleatdars of the lands "usually cultivated by themselves denominated *pitrallee*, neither will "they willingly enter into separate engagements with me, but assert their "claim to hold them as nankar or pitrallee. Many of these moquddums "hold documents in proof of their original right to a proprietary tenure, "but as the question of right to separation has *never been agitated*, they "can only be considered as dependant talookdars who by section 48, "Regulation VIII, 1793, are allowed to hold their talooks as long as "they agree to such revenue, progressive or otherwise, as the zemindar or "other actual proprietor of land may be entitled to demand from them, "&c. So far, however, from their holding their lands in mokurruree "leases, the accounts of the zemindaree prove that they have been "subject to *constant variation in the assessment*, and that in many "instances they have been altogether *deprived* of their moquddumee "rights which have been given to others" I should be glad to infer from the long silence of the moquddums that they have generally retained possession of their rights, but I am too well aware that the contrary is the fact, and from the state of the law and the whole character of the proceedings of the revenue authorities in looking only to the sudder malgoozar, such a result was naturally to be expected. They are not exactly of the description of shikmee landholders denominated and provided for as dependant talookdars by section 51, Regulation VIII, 1793, and no one seems ever to have taken any notice of their rights, whatever they may be, under clause 9, section 4, Regulation XII, 1805. A general feeling has prevailed that the land itself was sold outright for recovery of the public dues, unincumbered by any subordinate tenures, the moquddumee being certainly in no legislative enactment distinctly recognized and provided for as such. In a suit decided by me in appeal for possession of a moquddumee by a mouroosee moquddum, who held a qobaleh from the willaity canoongoe talookdar dated 1205, the present zemindar (an auction purchaser) admitted the qobaleh to be valid, but argued that it was now of no avail

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as the succession of public sales had entirely annihilated plaintiff's title under that deed. In support of his argument, he filled his answer with numerous references to and quotations from the Bengal Regulations. When I decided in favor of the moquddum he was astonished, petitioned me to review the decision on the grounds that I had mistaken the clear meaning and intent of the regulations, and on my adhering to my judgment he instantly preferred a khas appeal to the Commissioner. The decision in that court supported my judgment. Such notions would not of course be countenanced by the present administration of the district.

74. It has been already stated that the British collectors on proceeding to make the first settlement of pergunnahs Limbaee, Rahung, Serrain, found that the Rajah of Khoordah had once been zemindar of them, but that for a number of years they had been separated from his control and managed through amils to whom the revenues were paid by hereditary officers established in each village called pudhans and bhooees. Mr. Grœme recommended that engagements should not be taken from those officers in Limbaee, "as *proprietary rights would be thereby conferred.*" But no objection occurred to him against making over the proprietary rights in the pergunnah to an individual of another class and country. On searching the Board's records I find a curious proceeding of this same Collector Mr. Grœme relating to pergunnah Limbaee, the substance of which I shall here insert, and likewise of the Board's reply, as showing fully the construction put by that authority from the beginning on the rights of zemindars, and the effect of public sales for arrears, on the interests of under-tenants.

75. In the proceeding referred to, the pudhans and bhooees of the whole pergunnah, in number about two hundred (except the tunkeedars), are described to have come forward with a deed of relinquishment signed by each individual. The ikrar is recorded, and runs as follows: "We (here follow the names) who have been summoned by "the Collector at Jaggunnauth to form a triennial settlement, being "poor pudhan and bhooee serberakars of pergunnah Limbaee, have, on "consultation amongst ourselves, come unanimously to this opinion, "that should we enter into engagements separately for three years, and, "which God forbid, fail in discharging the public dues either from cala-"mity of season or other cause, as we have no funds of our own whence "to discharge balances, we should be liable to be dispossessed of our "'meeras,' and to become 'bewutun,' and probably most of us "would in this way by degrees lose the inheritance handed down to us "by our fathers; besides we cannot understand and act up to the regula-"tions, which have been promulgated for the formation of the settlement, "collection of the revenue, and so forth. Influenced by those "considerations, and with the view to preserve our meeras, we have "with one consent resolved to make over the whole of our rights con-"nected with the payment of the public revenue (jumee hukook "ada-i serbera malgoozaree i Sirkar) which to this day we have enjoyed "(bu tusurroof Mayan ast) excepting our pudhan and bhooee lands, "to Nilmoney Choudree, son of———, an inhabitant of zillah "Hooghly in Bengal. The above-mentioned has agreed to this arrange-"ment. We therefore hereby declare in the presence of the Collector

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"that we give our full consent to the aforementioned's executing "a tahood, and paying yearly the malgoozaree of the Sirkar. He will "collect from us annually (take the serberah) according to the moujoodat "assets; he will give tukavee and grant pottahs; he will be the malik "of the nufa and noqsan, which we shall have no concern with. In "this way we will perform the duties of serberakars; should we fail in "our engagements he will be at liberty to take our villages under khas "management without application to the court hereafter; neither us nor "our heirs will ever raise any objection."

76. The Collector in his robekaree, dated 21st September 1805, observes, that these pudhans* *oghyreh*, seem to be a species of proprietors of the soil "ek qism malikan zemean;" that as they had made over the whole of their rights, excepting the Arazeat Pudhanee Oghyreh, to Nilmoney Chowdree, he (the Collector) had no objection; and that the arrangement seemed a good one, as it would save the trouble and expense of collecting from a number of petty landholders, and besides a malgoozar of Nilmoney's substance and description would bring the land into cultivation far more readily than a number of small and indigent ones. Ordered, therefore, that engagements be taken from Nilmoney and his name entered in the Collector's books in the room of those of the Pudhan Oghyreh—the whole to be reported to the Board for confirmation. In their reply dated 8th November of the same year, the Board observe—"Previously to the admission of the proposal in question, it is of the "utmost consequence that the nature and probable effect of it should be "clearly and fully understood by all parties concerned. It appears to "the Board that the pudhans have it in view to invest Nilmoney "Chowdree with a zemindaree right in *their lands*, and you are desired "particularly to ascertain whether this be their real intention, and "whether they are aware of the consequences in the event of portions of "such zemindaree becoming liable to sale to realize balances of revenue. "It must be especially explained to the pudhans that their nankar lands "in common *with the other land*, is to be considered as forming a part of "the security of Government for the public revenue, and that in case it "is necessary to have recourse to an attachment or to a sale of lands, "such nankar property will be attached or sold. Again, the Board "direct me further to observe, that before the ikrar be admitted, it "appears to them that the pudhans should be informed that in case the "revenues of Government are not punctually discharged, the Board con-"sider the whole of the lands liable to be sold without the reservation of "*any rights* to the pudhans, they having relinquished their *rights* to the "chowdree. If the pudhans after such explanation are willing that "the settlement should be made with Nilmoney Chowdree as *proprietor*, "the Board are not aware of any objection to the arrangement, provided

* It is singular that although the pudhans and bhooces (village accountants) are mentioned together throughout in the ikrar, the Collector nowhere notices the bhooces, but speaks of the pudhans, &c. Their names were perhaps purposely kept in the background by the Moonshee who drew out the roobakaree, seeing that it might not exactly go down to call the village accountant a malik zemin, although no *primâ facie* absurdity existed in so designating the pudhan or chief. The same observation applies to the predicament of the bhooce mool or wilhaity canoongoe of a pergunnah, whose talookdaree office has been always kept in the background, while everybody has called the chowdree without scruple a zemindar or talookdar, or ranked him with that cla[illegible] of proprietors of land.

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"you are of opinion that the jumma is such as under the regulation "prescribed for your guidance ought to be assessed upon the land." No one will question, after reading these extracts, the sense in which the Board of Revenue understood the zemindaree tenure, and the nature and effect of public sales for recovery of arrears of revenue. The Pudhans hesitated on finding that in the event of a sale for balances due from another party, *their* lands and rights would go to the hammer, although guilty of no fault themselves, as well as everything belonging to the defaulter. In the meantime the Collector was changed—the scheme remained suspended—and soon afterwards the old story of the zemindaree rights of the Rajah of Khoordah in the pergunnah was revived. The Rajah's claim eventually triumphed, and thus narrowly did a mere adventurer from Bengal lose the opportunity of acquiring an indefeasible property in the lands of a fertile pergunnah or rather principality, without paying a cowree for it.

77. It is my decided opinion that the operation of the British laws has been, generally speaking, in Cuttack fatal to the rights and privileges of a numerous class of middle tenantry or heads of villages standing between the talookdar or chief of a number of villages and the ryots. Nor is the possession of moquddums the only point in which the constitution of village communities has been changed or broken up by the new landed proprietors. They have dispensed with the services of the hereditary village accountant to a great extent, substituting in his stead a gomastah of their own or one of their brethren in whom the ryots can of course have little confidence. The returns made to the Collector's office under Regulation XIV, 1817, shew only 1,291 village accountants in 9,520 villages. That the village watchmen have been well kept up is to be ascribed partly to the circumstance of the interference of the police in their support; partly to their services being indispensable to the zemindar as collectors of rents, in which capacity they are employed in all the hustabood villages; and partly because they are in most cases paid by a cess levied from the ryots.

78. With respect to the resident ryots I imagine that they are now for the most part as well, or it would be more correct to say as ill, off as they were for many years, perhaps half a century, preceding the Company's accession. They pay in general to the last farthing they possess under the British administration, as they did under the Mahrattas; and all augmentations of the public revenue, all private exactions and contributions, to bribe a man in power, to celebrate a feast in honour of the village gods or for whatever other purpose, fall directly upon *them*. They are perhaps rather less thought of now than formerly by the ruling power, and if less exposed to exaction by amils and other provincial officers of Government, are decidedly more at the mercy of the zemindars. To keep the ryot happy, contented, and prosperous, was always set forth in the sunnuds of the Emperors and Nazims as a principal duty of the zemindar and talookdar, and was indeed one of the conditions of his tenure. Practically too examples were occasionally made with a high and severe hand by dispossessing a zemindar altogether, or separating off a number of moquddums when by his intolerable oppressions and exactions he had violated that condition, and this proceeding was perfectly consistent with the idea of his being a respon-

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sible and accountable officer, bound to execute the trust reposed in him with a due regard to the interests both of the State and the cultivator. Under the British system it is laid down as a general principle, that it is the clear interest of the landholder in the long run to treat his tenants well, and this is looked to as their chief security against oppression, except in matters which fall within the regular cognizance of the criminal courts. The Dewannee is likewise open to those who can stand the expense, delay and vexation of a regular suit on every occasion of petty, but not the less harassing and ruinous, exaction.

79. There are points, however, of a more specific nature in which the new notions of proprietary rights have been injurious to the interests of the peasantry. The great zemindars have pretty generally assumed the whole produce of the jungles, furnishing firewood of the plains which yield the grass used for thatching, the right of pasturage, &c., to be their sole and exclusive property. They refuse therefore to allow the resident ryots of the adjoining village or villages to enjoy any share of the advantages flowing from these gifts of nature according to the former usages of the country. Nilmoney Holdar, a Calcutta Bengalee, who purchased Perguannah Saibeert auction some years since, deserves to be denounced in this place as having rendered himself odious to his ryots by taking to himself the whole produce of the Benapat,* in which he trades as a merchant, and by refusing to let any of the fixed resident cultivators graze their cattle on the large plains adapted for pasturage in that pergunnah without paying, no less than by a systematic course of rack-rent and oppression. The auction purchasers too being allowed full and uncontrolled liberty to manage their affairs as they deem most conducive to their own interests, have very generally introduced the system of farming out their villages for one or two years to any under-farmer who will bid highest, without any preference being allowed to the moquddum or serberakar permanently connected with the village community. The ryots are thus exposed constantly to all the evils of the farming system, whilst as long as mehals appear in the sudder account under the head of Khood Bundobustee, we congratulate ourselves on their being under the management of the proprietor.

80. In paragraph 153 and following of the resolutions of Government in the Territorial Department, dated 22nd December last, the question is touched upon of the classes of persons who ought to be admitted to direct engagements with Government at the future settlement, and to the privilege of appropriating to their own use the difference between the amount of jumma which may be then fixed, and that which would be demandable thereafter by Government.

81. I have laboured to shew that the tenure of the zemindars and talookdars of the Mogulbundee portion of Cuttack was properly official, though to a certain extent permanent, heritable, and transferable by sale, and that they possessed no actual or admitted right of ownership in the soil whatever they may now pretend to. But nothing can be further from my thoughts than to intimate an opinion, that all

* Plains producing the bena grass.

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circumstances considered, it would be either just or expedient to set them aside generally at the present time of day, and to admit other parties to enter into engagements with the Collector avowedly to their exclusion. Supposing the latter measure to have been at any time feasible under our administration, the great extent to which sales have been made in this district, *sales of land* as they are always called, for recovery of arrears of revenue, would render it now wholly out of the question. It cannot be indeed for a moment contemplated, unless the Government is prepared to make immense pecuniary sacrifices.

82. The opportunity of getting rid of the intermediate collectors and managers of the revenues of large divisions, called zemindars and talookdars, of the utility and importance of whose offices opposite opinions will probably ever be entertained, was, I think, irrecoverably lost in Cuttack by the proceedings of the Commissioners, and the regulations promulgated on the first acquisition of the province. Prior to that era they had been very generally, though not universally, divested of the management of their estates for a period of from 25 to 30 years by the Mahratta Soobadars, who thought that they could collect more without them, and with less annoyance to the ryots, than through their instrumentality. Mr. Ker, the first Judge and Collector, observed in a letter which has been often quoted, that the Mogulbundee was *ever* held khas by the Mahrattas under the management of thirty-two amils, and that the zemindars whose property lay within it never occupied their estates until possession was given by the British Government. There is abundant evidence to prove that that assertion was substantially correct, though occasional variations may have occurred in the views of policy of different soobehdars.* I have often heard Mr. Ker affirm that he found the zemindars of Cuttack, in 1804, in a state of the most abject proverty and depression; they had not been for years allowed to interfere in the management of zemindaree concerns, and had lost nearly all their influence, and much of their knowledge. In a report on the balances due from the Asseressur Chukleh, dated 1804, that officer ascribes the arrears outstanding in some of the large talooks entirely to the *ignorance*, incapacity, and mismanagement of the holders who had never been allowed possession of their estates under the preceding administration. A few years more of neglect and retirement would doubtless have reduced them to the condition of similar classes of hereditary functionaries connected with the land elsewhere, as in Ganjam, so long a part of Orissa, where I understand the chowdrees and despendiahs or district chiefs and accountants are never heard of now, the lands being all divided into havelli or hustabood and poligar or gurjaut tenures Their services and exertions were not indispensable to the improved cultivation of the country, and the successful realization of the revenues, as the examples Khoorda and Limbaee, Rahung, &c., amply prove, in which pergunnahs cultivation has of late been

* The measure of collecting the Government dues direct from the heads of villages and ryots, to the exclusion of the talookdaree system of management, was introduced by Rajah Ram Pundit, the most intelligent and respectable, and the best versed in the conduct of civil affairs, of all the Mahratta Governors. He administered the government of the province with occasional interruptions during the long period of twenty years, from 1180 to 1200 Umlee, at first ostensibly as Deputy, and afterwards as confirmed Soobehdar.

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extended with unexampled rapidity by the sole labor of the ryots and heads of villages, unaided by advances from any large capitalists. The state of things too in the talooka sudder of Pergunnah Sumawut, sudder jumma Sicca Rs. 9,200, where a settlement was last year concluded by the Collector and myself with moquddums, is another proof, as far as experience has yet gone, of the superior advantages of settlements made with that class, to the exclusion of the great talookdars. It may however be justly objected that such experiments succeed partially when they would fail on the large scale from want of sufficient leisure or skill, and it must be remembered that had the services of zemindars been dispensed with at the early settlements, large establishments of amils or tehsildars must have been kept up, from maintaining whom many evils of the most serious magnitude would probably have flowed, as things were then managed. The opposite course being considered the soundest policy in those days, the zemindars and talookdars were searched out by order of the Commissioners and invited to engage for their lands as proprietors of the soil. We then not only revived the old system of collecting and managing the revenues through officers of a superior class having a fixed interest on the soil, but exalted the tenures of those functionaries to a footing of distinction and importance which they had never before attained in the best times of the native government. The question of destroying now what we have ourselves constructed, is a very different one from what might have been entertained eighteen years ago, as to the expediency or necessity of restoring a class whom we found sunk and discarded.

83. In paragraphs 93 and 94 of the resolutions of Government dated 22nd December 1820, His Excellency the Most Noble the Governor-General in Council has expressed himself desirous of learning the degree in which the sudder malgoozars, whether rajahs, chieftains, or talookdars of more recent origin, may value the rights vested in them, or on *what terms* they may be prepared to relinquish their tenures.

84. It appears to me that the advantages of the zemindaree and talookdaree tenure have increased incalculably in Cuttack under the British administration, and that the very highest value is at present attached to it by the natives; everybody is now anxious to become a zemindar or landed proprietor; the purchase of land is the only mode of providing securely for a family and of employing capital with any chance of a sure and adequate return, more especially in a district which has neither commerce nor manufactures. The respectability and consequence attaching to the situation renders it an object of ambition to all classes to obtain a zemindaree. I am persuaded that nothing short of a sacrifice of twice the jumma of the Mogulbundee would induce the resident landholders of Cuttack generally to give up the rights which they conceive to have been vested in them. The natives themselves, prone as they are to insinuate unfavorable comparisons between the present and past state of things, distinctly admit the superior value which is now attached to the holding of a talook, as compared with any former era in the memory of man. To those connected with the administration of public affairs, who can believe that the change has taken place without any compromise of the rights of others, this fact must of course be a source of unmixed rejoicing. It has been usual to

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talk of the inadequate price at which landed property sells in Cuttack, and to affirm that it can never attain its full value until a permanent settlement of the public revenue shall have been concluded; but from the year 1809, when the market began to recover from the glut occasioned by Mr. Webb's sales down to the present date, the price paid for estates has been constantly on the increase. The average selling price is now from 50 to 100 per cent. on the sudder jumma, or from 15 to 20 years' purchase of the admitted and recognized profits, which surely cannot be considered an inadequate price for land in a country circumstanced like India. Instances, too, are continually occurring where the sum paid rises far beyond the above average. In the September sales an estate assessed at a jumma of Sicca Rs. 196, went for Sicca Rs. 1,010, and an eight-anna share of a village paying Sicca Rs. 160 for Sicca Rs. 330. How different the results of sales under the native administrations! After carefully examining a vast number of bills of sale of old dates, I can confidently affirm that from one-fourth to one-half of the jumma was the ordinary selling price of the zemindaree or talookdaree of any village or number of villages, the "*Sumn-Adl o Qeemut Raij-ool Wuqt*," both in the Mogul and the Mahratta times.

85. It is clear to my humble understanding that it cannot become a question at this time of day in Cuttack, whether or no the class uniformly called by the officers of the British Government, zemindars and proprietors, shall be *generally* divested of the management of the lands so long supposed to be their permanent and indefeasible property. Extreme cases, however, demand and justify the adoption of extreme measures, and there are particular instances which imperiously call for the special interference of the ruling power. Both the character and the best interests of Government are, I venture to think, concerned in interposing to save the ryots of Pergunnahs Limbaee, Rahung, Seraeen, &c., from being again abandoned to plunder and merciless extortion by the profligate menials of the Khoorda Rajah, and the Bengalee mooktears of Lala Baboo, who are both now extremely anxious to be allowed to engage again as zemindars for those fine and recovered pergunnahs.

86. In treating of the rights of the agricultural classes of Orissa, and the principles to be adopted for a future improved system of revenue management, no point appears to me more difficult than to lay down some general course of procedure in regard to the hereditary moquddums. If their tenures and situations were such as I have described them to be, they ought in reason and justice to have been considered as much proprietors of their moquddumee villages in 1212 and 1213, and of the lands comprised in them, as the zemindars were of their zemindaree or talookdaree; and it cannot be denied if my statements are well founded, that on the principle of the Sudder's decision in the case of Rung Lal Chowdree, plaintiff and appellant, *versus* Ramnath Dass, a vast number of the Cuttack moquddums are entitled not only to the possession of their villages, but to actual separation. At all events, nobody will deny that they have rights of some kind or other, and that measures ought to be adopted for their security. The question how exactly they are to be dalte with is one of serious moment. If much noticed and supported, it is to be appre-

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hended that they will become restive and unmanageable, and embarass the zemindar in the collection of his rents. At least this will be constantly urged as an excuse for want of punctuality. If they are generally separated off, the zemindar may thus, without being professedly divested of the management of his estate, lose nearly the whole of his most valued rights and privileges. To use the language of a chowdree talookdar to the collector in 1819, when the question of separating a moquddumee was agitated, "moquddums exist on the talooks of most zemindars in Orissa. If they can be separated off with their villages, what becomes of the zemindaree of the zemindar?" He would in fact be left in the management only of his pahikasht villages, receiving perhaps a small money payment from the moquddums released from his control. It has been the uniform policy of the zemindars of the British Government, more especially of the auction purchasers, to get rid as much as possible of moquddums; or at all events to reduce them to the situation of mere lease-holders, holding at the pleasure of the superior, and subject to annual variation of assessment. The views adopted and inculcated of their relative situation by those who do not deny their rights in *toto* are correctly enough stated in the petition of the talookdar above referred to: "The moquddums of the Soobah of Orissa, who are to be found in the talooks of most zemindars, are allowed a portion of khanabarree or pitrallee land, and whatever may be the *actual produce* of their village, or whatever jumma may be agreed upon and engaged for by them at the time of forming the mofussil bundobust, they pay regularly to the zemindar. If they fail, the zemindar takes the village into his own hands, and either holds it khas or farms it, the moquddum retaining only his pitrallee. In 1224, the moquddum who has now petitioned not having attended on the late zemindar at the time of the mofussil bundobust being adjusted, the village was brought under hustabood management for 1225 Umlee." According to this doctrine the moquddum has no title to share in the profits of management after paying his due proportion of the Government jumma, unless the zemindar is pleased to strike a bargain with him. The surplus collections by *right* belong to the latter.

87. From the beginning it has been the invariable practice in this district to refer all moquddums applying either for possession of their moquddumees or for their separation to a regular suit in court. A few suits of this nature were instituted during Mr. Ker's judgeship, and several applications have been made to the judicial authorities by moquddums since 1818; but between the years 1809 and the latter date, the claims and offices of such a class were rarely or never heard of. In the solitary case of a separation made by the revenue authority in 1819, it was effected eventually by razeenameh, and the claimant having been clearly at one time a muzkooree, his rights were of a more obvious and intelligible nature than could generally be the case. The late Commissioner clearly considered that applications for possession or separation must be preferred in court in a regular civil suit, and to the Dewanny, therefore, he referred all moquddums or ryots who petitioned him. It is of great importance to the protection of the rights which I have advocated, that the point should be fully determined whether

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under the existing regulations the above course is indispensable, or whether the Collector is competent to receive and decide in the first instance claims to separation. Clause 9, section 4, Regulation XII, 1805, provides that "the settlement of such small talooks as may be only nominally included in large zemindarees in the sudder jumma of which their jumma may be comprehended, will be made separately and distinctly with the proprietors of such small estates, and they will be allowed to pay their revenue directly to the Collector or the person appointed by him to receive it; and in all cases where the revenue of a village has for upwards of five years past been paid direct to Government by the hereditary moquddum, the settlement for such village shall be made with the hereditary moquddum. This provision has probably been considered applicable to the period of the first settlement only, when the Collector clearly had the power of determining from whom he would take engagements under that enactment, and of entering the mehals of those who engaged as separate estates. The rule, however, appears to me a general one, declaratory of the rights of a particular class; and as no limitations are expressed, I do not see how those rights can be avoided, or the channel of obtaining the enjoyment of them altered, except by some subsequent law. That the corresponding provisions in the Bengal Regulations for the separation of dependent landholders were considered to be in force for many years after the decennial settlement, and that those separations were made by the Collectors, is clear from the terms of section 14, Regulation I, 1801, which sanctions such a construction, whilst it imposes a limit for the future: "The rules contained in Regulation VIII, 1793, for the separation of "certain talookdars, having been construed to entitle talookdars of "that description who did not apply for separation at the time of the "decennial settlement to be separated on their application at any "subsequent period, it is hereby required that all who may consider "themselves entitled to separation shall prefer a written application to "the *Collector* of the zillah within which their talooks may be situated, "for the separation thereof within one year from the date of this Regu-"lation," &c., &c. The object and advantage of the Collector receiving applications for entering into distinct engagements, subject to a final decision on a suit being preferred in court, are twofold. In the first place, where the claim was a well-founded one, the rich man would then be the plaintiff, if not satisfied with the Collector's decision, instead of the burthen of suing being thrown invariably, as is now the case, on the poor man, who, dispossessed from his village or harassed and persecuted by his opponent, has probably become a beggar, and is quite unable to stand the heavy expense and the worse delay of the Dewanny Court. In the second place, villages in Cuttack being for the most part extremely small, suits of this description have been of late, and would be in future, almost invariably tried by the sudder ameens should the present system continue. The sudder ameens are, however, singularly disqualified and improper judges for deciding cases of such a nature, because they turn generally on the artificial system introduced by our regulations, the spirit of which the natives can rarely comprehend, and because being themselves generally zemindars, their own interests are entirely at variance with the determination of the question in favor of

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the applicant. When the point had once been settled by the Collector, any complaints or appeals preferred against his orders would, I presume, be triable by the Judge only.

88. It has not only been the uniform practice in this district to refer all moquddums petitioning for possession or separation to a regular suit in court, but what seems to me still harder, those to whom possession was awarded on a regular trial from 1806 to 1809 are directed to sue over gain, if they now come forward with an application to be allowed to enter into distinct engagements with the Collector. The suits at the period to which I refer were generally preferred for possession of the moquddumee village at a particular jumma. The judicial authorities went, as I think, beyond their powers in decreeing sometimes that they should hold at this fixed jumma, but unless separation was expressly sued for, they inserted no order to that effect in their decrees. On these decrees being now produced, the Collector does not consider himself at liberty to enter the names of the applicant in his books, and to take separate engagements from him, but refers him to the Judge, who disposes of the question by referring the petitioner to a regular suit if he requires anything more than was before decreed to him *verbatim*. I myself know two cases of this description. I have given an abstract of one in the Appendix.

89. What the regulations wanted in clearness and precision on the subject of moquddumee rights under the existing system of government, has, I think, been amply made up for by the decision of the Court of Sudder Dewanny Adawlut on the 24th June 1814 in the case before cited. Under this decision, and adverting to the rule which prescribes that hereditary heads of villages shall be allowed to enter into engagements with the Collector in all cases where they may appear to have paid their revenues direct to the officers of the former Government for five years preceding the Company's accession, I cannot doubt but that many of the mouroosee moquddums of Cuttack have a right, not only to possession of their villages as dependent landholders, but to actual separation. I have equally little doubt but that under the regulations the Collector is authorised to make such separations; but the point has apparently been viewed differently hitherto, and I am well aware that interests of no trifling magnitude are involved in the decision which may be passed on the occasion of the present detailed discussion of it.

90 With respect to the jumma of separable moquddumees, the admitted principle of the country seems to be that the moquddums are entitled to hold at the original assessment of 1211 Umlee, increased by a proportionate allotment of the Sirkar Beshee imposed on the whole talook, calculated according to the principle prescribed by Regulation I, 1793. They would besides, I am persuaded, gladly pay in most cases to the zemindar such russoom as might be esteemed his due on obtaining the privilege of separation. The only principle of payment which I have ever been able to trace is that of one in twenty or five per cent., but the practice in this respect under the native governments was so capricious and irregular, that it would be in vain to attempt to deduce from a reference to it any fixed rule to guide our future proceedings in determining the amount of compensation to be

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allowed to the zemindar. Whether under the regulations it would be necessary on every case of separation to depute an ameen to make a regular butwareh, and assess the jumma under the rules contained in Regulation XIX, 1814, which seems to be the general opinion, is a point that will require consideration hereafter. There is likewise another point to be considered, which will probably obtrude itself should the claims of moquddums ever come to be much noticed, and that is, whether any and what limitations of time should be considered applicable to their claims to separation. I believe that many were deprived of the management of their villages when the heavy auction sales first began, and having never since had possession have lost all interest or influence in their villages It might probably hereafter be thought advisable to oppose some limit to the dismemberment of talooks, founded on considerations of the length of period that claims to separation may have been allowed to lie dormant.

91. I confess that separation appears to me the only effectual method of securing the rights of moquddums, or any middle class of tenantry, from infringement by the zemindar. Should they, however, not be considered entitled to that highest privilege, and as there may possibly be some who would prefer remaining subordinate, I would submit for consideration whether the class ought not to be formally recognized as a description of subordinate landholders like the dependent talookdars of Bengal, who should not be considered liable to any increase of assessment intermediately between the periods of the zemindars' engagements with Government, and also whether all demands for increased rent as well as all applications for recovery of possession of the moquddumee of a village preferred within a period of one year from the date of dispossession should not be made by a regular legislative enactment, cognizable in the first instance by the Collector on the principle suggested in paragraph 739 of Mr. Secretary Mackenzie's memoir.

92. I am much inclined to the opinion that the state of the lower orders is so generally depressed in this district, that few important variations will be found in their rights and privileges, and also that the different villages have few distinctive local usages, which admit of, or are worth, being recorded in the manner indicated by Government. The only class of hereditary occupants and cultivators of land subject to the payment of revenue to the State, whose tenures and modes of payment can be considered to differ materially from the generally uniform state of things existing amongst the mass of the resident ryots, are—*1st*, the brethren of moquddums and of the smaller talookdars who cultivate the lands which they hold at rates lower than those of the thanees, but this seems to be conceded to them as matter of indulgence rather than of right; *2ndly*, the dependant holders of khurideh land whose claims to hold at a fixed low assessment are generally admitted, and may, I think, safely be left for determination as the individual cases arise; *3rdly*, the Brahmin proprietors of the Sasun villages, or those which were originally of that description, who are well able, as experience has shewn, to protect themselves and to maintain their ground against the zemindar and Collector together.

93. The condition and circumstances of the thanee ryots generally in Cuttack certainly appear to me to call for some interference

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and relief. Independent of extra impositions and collections, the regular established rates of rent are everywhere high in Cuttack, and in many pergunnahs they are almost incredibly heavy. The testimony of all acquainted with the detail of revenue affairs in this district will support me when I state that Rs. 8 per beegah is not an uncommon rate in various quarters for ek* fuslee sarud rice land of the 24 dustee measurement, distinguished by no particular fertility; and I have seen in many accounts do fuslee land of the 20 dustee pudkeh rated at Rs. 8, 9, and even Rs. 10. I am unable to explain how they should have risen to this excessive height; they do not seem to be any very modern imposition. It may be conjectured that the ryots can only pay such sums which apparently absorb the whole produce by cultivating much more land than is entered in the Bheean accounts in their names; but as the landholders and farmers claim a right of measuring the quantity of land tenanted and assessing it at the thanee rate, even this source of evasion is occasionally closed against them. A summary suit came before me last year, in which it appeared that the farmers of Talooka Pahrajpore in Pergunnah Paindah had measured the whole of the lands of the thanee ryots, and assessed them at the Shurh Pergunnah, or Rs. 8 per beegah of 24 dustee for the surdur or first description of sarud rice land. Under these circumstances I cannot but think that at the next settlement, with the object of ascertaining and fixing rates, must be combined an intention of lowering them, and the sudder jumma in proportion, if necessary, where they are found to be manifestly excessive and ruinous.

94. It is to be regretted, I think, that cases of exaction are not distinctly made cognizable in the courts, both civilly and criminally, on summary application by a miscellaneous petition. I am not aware that there is any rule in force expressly applicable to the case of a ryot suffering under the enforcement of an unjust demand, supposing no actual violence to be used. Section 55, Regulation VIII, 1793, merely provides that no *new* abwab should be imposed under any pretence whatever. Corporal inflictions and confinement of person are strictly prohibited, and damages may be recovered from an *attaching* zemindar, who has been guilty of any violation of the forms of procedure prescribed by Regulations VII, 1799, and V, 1812. But the truth is that the provisions of those laws scarcely touch at all the grand method of proceeding in this district for enforcing payment of all demands, whether just or unjust. They are indeed quite inoperative in Cuttack, and although the sursuree process is occasionally resorted to, to harass a particular individual who may have strength enough to hold out, I believe that the zemindar's power over the great body of the ryots, and his means of realizing his rents punctually, would remain just as they are in practice if Regulations VII and V were rescinded to-morrow. The system of collection universally practised by the landholders of Cuttack is that of despatching mohsil peyadeh, whose number may be increased *ad libitum*, who must be paid in the end by the defaulter, and who, though they may not actually abridge his personal liberty, stick to him, harass him, and wear out his patience by sundry ingenious modes of tormenting, short of torture or

* The beegah of the smallest measurement or 12 dustee contains, I believe, 900 square yards; the 24 dustee 3,600 square yards.

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corporal infliction, which make it better to pay even an unjust demand than to put up with the expense and inconvenience of the peyadeh. Where particular obstinacy is shewn, persons of very low caste are stationed to harrass and annoy, and the practice is very common in this district of strewing pieces of broken earthen vessels, in which the food of the vilest orders has been dressed, around the dwelling-house of a dafaulter—a mode of annoyance which seldom fails, as it prevents the person and his family crossing their threshold until the impediment is removed, the touch of which would occasion loss of caste. The singular helplessness, ignorance, and poverty of the Ooria ryots render them particularly exposed to these unwarrantable practices. I have often been surprised to observe with what facility the collections of a whole village are made by a single peyadeh from a people who are as tenacious of their money and as slow to liquidate even a just demand as they are indigent and stupid. In the situation of Magistrate I should myself never hesitate to interfere where it appeared that the system of harrassing by peyadehs, even without the particularly objectionable features above noticed, had been resorted to for the purpose of enforcing an unjust extortionate demand, like that of the tax on marriage (still so frequently levied), payment of rent by anticipation before the commencement of the new year, &c. But I could never feel at all satisfied whether the law justified my taking cognizance of such cases; and at all events it seems desirable that it should be far more distinctly known and generally understood than it is at present, that proved exaction subjects the offender to some specific exemplary punishment in the criminal court, and that the sufferer may obtain a refund with damages on a summary application to the Dewanny.

95. I take the liberty of noticing, in conclusion, that there are two points in the regulations which it is of great importance to the interests of many of the old proprietors to have determined and rightly understood by the local officers.

96. The extensive prevalence in this district for many years of conditional sales when two deeds were always used, the one a regular qobaleh or bill of sale, the other an ikrar by the purchaser, purporting that if the money lent were repaid with interest by certain date the estate should be restored, is now well known, and the frauds practised under it have likewise been fully noticed. The practice of having two deeds, which, when the means of registry were not always at hand, might naturally be expected, as has been actually the case, to open a door to much fraudulent and unfair dealing, has arisen, in my opinion, chiefly from the desire of the lender and purchaser to get his name entered in the Collector's books: in other words, to get complete possession of the estate as was intended by both parties. But an impression exists that this cannot be effected unless a regular bill of sale is produced, and the seller admits that he has transferred the whole of his rights permanently to the buyer. This appears to me quite a misapprehension, and one which could never have prevailed had clause 8, section 4, Regulation XII, 1805, been adverted to, which seems fully to recognize the principle of taking engagements from a mortgagee as the temporary representative of a proprietor, whenever the latter may distinctly state such temporary transfer to have taken place and apply for the change of names. I believe, however, that like clause 2

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of the same section and regulation, it has been held to be applicable only to the period of the first settlement of the district.

97. The second point noticed, it is still more desirable to have fully cleared up.

98. Not a few of the mortgagees, with a view to defraud the proprietor and prevent his ever recovering his property, have got the estates held by them disposed of at auction for public arrears, probably two or three times over, and bought them in *benamee*. The doctrine held by many of the judicial and revenue authorities of the district is that, if proof were forthcoming of such a proceeding, the Collector alone could take cognizance of it under the regulations, and that on the point being established the estate would become liable to confiscation, when the Government might or might not, as it should deem proper, restore it to the proprietor. Decisions have actually been passed to this effect in court, and the passage cited * from a late letter of the Collector's shows that similar views of the meaning of clause 4, section 29, Regulation VII, 1799, are entertained by that officer. It seems to me, however, clear that such cannot be the meaning of the law. The mortgagee properly forfeits his own rights by so fraudulent a procedure, but not those of another, the *bonâ fide* proprietor, who, if the construction alluded to be the right one, is left entirely without redress, unless the views of the Collector and of Government happen to be propitious towards him. The worst species of fraud ceases to be cognizable, and to form a ground of action in a court of judicature. As the question would not seem to be rightly understood, and as it affects materially the interests of many who have been defrauded at different times through the medium of public sales, I have felt it my duty to state it for consideration on the present occasion.

99. The appendix to this memoir will be found to contain several translations of sunnuds, firmans, and bills of sale, and a few abstracts of orders and decisions of the courts, serving to illustrate some of the arguments and statements advanced in the body of it. Before closing my paper, I beg leave to repeat the expression of my conviction of the imperfect manner in which the most important portion of the task I had proposed to myself has been executed, and my full sense that if it is of any use, it will be so only as tending to bring forward for discussion several material points connected with the future revenue administration of the district, not as serving to determine correctly those which are doubtful and difficult.

CUTTACK, 15*th October* 1821. (Signed) A. STIRLING, *Secy. to the Commissioner.*

(A true copy.)

(Signed) HOLT MACKENZIE, *Secretary to the Government.*

Territorial Department, the 25th July 1822.

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* "It is well known that the estate was only mortgaged, and it must have been with a view to prevent the redemption that it was thrown in balance and disposed of by public sale on 13th December 1813, when it was purchased by Hiranund Ghose, who is well known to have been a servant of the Brihm's, &c., and it is no doubt still his property.

"These facts from the inquiries made by me can, I believe, be substantiated, in which case the estate would be liable to be forfeited to Government under the provisions of clause, 4, section 29, Regulation VII, 1799."

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APPENDIX TO MR. STIRLING'S MINUTE.

No. 1.

Mahomed Shah, Padshah Ghazee Fidvee Roostum Jung Morshed Couloy Khan Behadoor 110.

Sunnud conferring a Khundaitee.

LET the mootusuddies for future and present affairs attached to Thaneh Tulmal Kunka know that since the khidmut of the zemindaree of Killah Meritchpore, with that of Mouzah Reeslo attached to the above thaneh in the Sircar of Cuttack, has been assigned on the removal of Kirpasindoo to Pudlab Mungrauj, according to the zimn or endorsement: it is necessary that he pay his peshcush with regularity to Government, never falling a dam or dirhem into balance; perform with zeal all the duties attaching to his situation; attend the foujdar of the above thaneh with his contingent (jumeat); protect the pergunnahs of that quarter in such a way that there remain no traces of theft and robbery; keep the ryots contented and prosperous, and abstain from levying unauthorized abwabs. You will consider him zemindar of the place, and act in all things with his advice in such a way that the profit of the Sircar and the prosperity of the ryot may go on daily increasing. Dated 10th Shaban, 20th year of the Juloos Moobaruk 1145 Umlee.

The endorsement contains a mochulka executed by Pudlab Mungrauj, as follows:—

I, who am Pudlab Mungrauj, son of Juddoo Chunder, since the khidmut of zemindaree of Killah Meritchpore and Mouzah Reeslo attached to Thaneh Tulmul has been assigned to me, I do of my own full and free consent declare that I will perform the duties of the above office with honesty and fidelity; I will behave towards the ryots in such a way as to keep them happy and contented; I will exert myself to the utmost in cultivating the mouzahs attached to the above killah, and the separate mouzah specified, and pay the public dues without fail. It shall be my special care to guard against the occurrence of theft, dacoity, and highway robbery; should those crimes at any time be committed, I will apprehend the robbers with the property stolen, and bring them before the foujdar. Whenever the foujdar may have occasion to march against any rebellious or turbulent persons, I will join him with my jumeeat (contingent); I will never myself join with turbulent and rebellious zemindars, nor will I myself be guilty of disobedience. Should I ever violate the above conditions, I shall be considered to have forfeited my zemindaree. I will collect none of the prohibited abwabs—This is written as a mochulka.

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No. 2.

Qobaleh Furokht Zemindaree O Moqquddumee.

We, who are Bulram Doss Canoongoe Sudder, inhabitant of Putna Rugoonathpore, and Juggunnauth Surungee and Anam Surungee, moquddums of Mouzah Juggunathpore in Pergunnah Kismut, Baloobissee Sircar, Cuttack—Since we have held for years the *serberah* zemindaree, and moquddumee of the above mouzah "dur tuht malikanah khood" (in our proprietary possession), being now unable on account of calamity of season to pay the public dues, we therefore of our free consent sell the zemindaree and moquddumee of the above mouzah with the julkur, bunkur, and baghat, motahurfeh kool huboobat, for the sum of 1,100 kahuns 8 puns 17 gundahs, to Jankee Ram Doss, son of Bissember Doss, inhabitant of Bullulpore in the above pergunnah. Let the above-mentioned cultivate the village in question with full confidence and pay the revenue of Government, collecting and enjoying the zemindaree and moquddumee russoom. Should our heirs hereafter advance any claim, it will be considered unworthy of attention. This is written as a sunnud qobaleh.

Dated Rubee-ool-Awwul 1204 Umlee, sunnuds and takeed mamehs corresponding addressed to the ryots, amils, chowdrees, and canoongoes.

By Maharajah Ruggojee Bhonslah.

Let the amils for present and future affairs, the chowdrees and canoongoes of pergunnah Kismut Baloobissee Sircar, Cuttack, know, that since mouzah Juggunathpore in the above pergunnah having fallen off in its cultivation, the above mouzah, with the julkur, bunkur, baghat, motahurfeh, zemindaree and moquddumee, has by sunnud of the Huzzoor been assigned to Jankee Ram (Moqurrur Shud). Ordered that the above-mentioned cultivate the village, pay the Government revenue and collect his zemindaree and moquddumee russoom, and that they in no way interfere with or disturb him.—Herein fail not.

No. 3.

Qobaleh Furokht Moquddumee.

I, who am Digumber Bullyar Singh, son of Pran Dhun Bullyar Sing, son of Poorsotton ditto, a zemindar of Pergunnah Hurrihurpore:—Since mouzah Arhaeekool in the above pergunnah had become entirely waste and deserted, *Wyran Mootluq**—which I held the proprietary possession of as annexed to my talook—"*Dur tusurroof Malikaneh Talook i khood dashtum*"—the balance due in consequence having become a heavy debt on me, I have therefore of my own full and free consent sold the moquddumee of the above mouzah for 100 kahuns of cowries to Dhunee Tajaree, son of Kalundee ditto. Having received the above amount, I have paid it in liquidation of my balances. Let the above-mentioned restore the village to a state of cultivation, and pay the Malwajib Sircar according to the shurh i pergunnah. I shall no longer have anything to do with even one single span of the ground,

* The estate to which the village sold was attached is called Killah Aurrung.

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the julkur, bunkur, baghat, or the kool mootuhurfeh. If hereafter any of my heirs or gomashtehs, or those of the dead and deserted moquddums, should advance a claim, it will be of no avail. This is given as a qobaleh moquddumee—Mouzah Arhaeekool.

Moqurrureh Arazee—89 batties, or 1,780 bigahs.

Ditto Tunkah Ruqmee Rs. 839-13.

Jumma Kumal Cowrees 240.

Date 5th Sufr 1168 Umlee.

The sudder jumma of this mouzah on Mr. Webb's settlement was 353 Rs. 3 As. 13 Gs.

No. 4.

Sale of a portion of a Willaity Canoongoe Talookdaree.

I, who am Juggunnath Maintee, son of Bishennath Maintee, talookdar and willaity canoongoe of pergunnah Coordes: Since mouzah Bishopore, including Sadikabad, is established as my talookdaree, canoongoe willaity and moquddumee, I have sold the same for 70 kahuns of cowrees to Sawunt Ram, as before, and having received the money, have paid it into the tehveel of the fotehdar in discharge of the bakee of my tuskhees on account of the pahikasht villages under my charge. Let the purchaser cultivate the above village, pay the public dues, and bring it under his talookdaree and canoongoe management. I shall never have further concern with it. Dated 5th Rubee-ool-Sanee 1125 Umlee.

No. 5.

Deed of a sale of portion of a Chowdree Talook.

I, who am Bhagerattee Chowdree, son of——— son of————, inhabitant of (not legible) in pergunnah Ayas, Sircar Cuttack, do in the full possession of my senses declare as follows :—Since 5 mouzahs* are appointed as my chowdraee, having fallen into arrears and being unable to discharge the balances, I have of my own free consent sold to Gopenauth Putnaik, son of————Putnaik, inhabitant of the same village, one-half of the aforesaid khidmut chowdraee with the julkur, bunkur, baghat, moterherfa and kool huboobat for the sum of kahuns one hundred, which amount I have received and paid into the treasury of the fotehdar of the pergunnah in liquidation of balances. Let the purchaser take possession with full confidence, exert himself in cultivating the land of his share, and discharge the public dues; neither I nor my heirs will hereafter advance any claim or interfere with.

Dated————1190 Umlee.

No. 6.

Bill of sale of ground by Talookdars jointly.

We, who are Ameeroodh Putnaik, son of Hoorsee Kes Putnaik, son of Bynsee Dhur Putnaik, and Dudh Bamun Putnaik, son of Poorunder Putnaik, son of Chunder Seekur Putnaik, willaity canoongoes of pergunnah Cokakhuud in the Sircar of Cuttack, in the full possession of our

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* The jumma of the whole talook is at present Sicca Rs. 124-8.

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intellects, declare, that being unable to pay our revenue to Government through misfortune and poverty, we, of our own full and free consent, sell to Tilochun Surrungee, son of———inhabitant of———a parcel of 9 B. 13 G. 7 B. of land bunjur kharij jumma of the 20 dustee ryottee pudkeh, bounded as below, on the ruqbeh of mouzahs Kunnee Hurdo and Bhuti Moonda our talcok, (Talooka Bundeh), or depending on us, of which we have to this day held proprietary possession (tusurroof malikanah) for the sum of 51 kahuns of cowrees 5 puns. Having received the said amount, we have paid it into the tehveel of Rajib Sahoo Gandooah of the above pergunnah, in liquidation of the balance of our serberah. The land in question is to be entered as aymeh attached to the meersaonavee of the Sircar. Dated——— 1172 Umlee.

No. 7.

Deed of sale of portion of a Talook by a Canoongoe Talookdar.

I, who am Gollab Raee, son of Oodey Raee, son of Bulbuhder Raee, Canoongoe Sudder, Pergunnah Dhamnuggur, Sircar Budruck, in the full possession of my intellects, declare as follows:—Mouzahs Beerpore and Mysera are in my talooka (or dependent on me) in the above pergunnah, which to this day I have held in full proprietary possession (durtusurroof malikanah). Being unable to pay the fixed revenue of those villages, I have sold them with the julkur, bunkur, baghat, motuherfa, kool huboobat and the russoomat talookdaree and zemindaree to Kishen Churn Mahapater, son of Pudlab Mahapater, for the sum of 200 kahuns 1 pun. Having received the amount, I have paid it into the tehveel of Kishen Sahoo to make up for the defficiency in the assets of my talooka. Let the purchaser taking possession of the above villages, bring them fully into cultivation, and pay yearly the Government revenue according to the tushkees; neither I nor my heirs will hereafter have any claim or connection with them. This is given as a qobalet.

Dated 17th Showal 1175 Umlee.

Moqurrureh Ruqba Arazee Battees ...	57	2	13
Ditto Tunkah Ruqmee Rupees ...	238	14	0
Ditto Jummah Kumal, Cowrees Kahuns	448	14	0
Ryottee ...	434	4	0
Mujraee ...	14	10	0
Durobust 2 Mouzahs, Kahuns	448	14	0

Beerpore, Nysera } Here follows the same detail of ruqba and jumma, under the two heads for each village.

No. 8.

Deed of sale by a Talookdar.

I, who am Russeek Beharee, son of Hurree Bulub, talookdar of Mouzah Beel Soolia, in Pergunnah Ancorah Sircar of Budruck, declare as follows:—The above mouzah I have to this day held in my talookdaree possession without any partner, and have heretofore regularly

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paid the public revenue. The lands of my talook having now, however, fallen out of cultivation, and being unable to discharge the balances that have accrued, I therefore sell the above mouzah with all its former boundaries, and the julkur, bunkur, baghat, and kool huboobat with about 5 B. 12 G. 8 B. of jul, dhee, and dewutter land, on condition of paying the Government jumma to Beharee, son of Birjoo Lal, and Kishen Churn Sahoo, son of Magoonee Sahoo, for the sum of 100 Deh Masha Rupees, a fair and even price. Let the purchaser take the village into his talookdaree possession, and cultivating it, pay regularly the public dues. He will be malik of the nufa and noqsan, and will do with it as he likes. Neither I nor my heirs will hereafter advance any claim.

Dated 15th Zeekaud 1170 Umlee

Moqurrureh Ruqba Arazee Battees	60
Ditto Tunkah Ruqmee Rupees	696
Ditto Jumma Kemal, Cowrees Kahuns ...	961

No. 9.

Kobaleh by a Moquddum.

I, who am Dyanedhee Raee, son of Byragee Raee, son of Poornanund Raee, moquddum of mouzah Bullum Bulla, in pergunnah Ancorah, Sircar of Budruck, declare as follows, in the full possession of my intellects:—Since mouzah Salim Ghur, a kismut of the above mouzah, with the bunkur, julkur, baghat, milk, and other appurtenances and perquisites, has been to this day in my sole proprietary possession (tusuroof malikanah), I have, with my free consent, sold the same to Kishen Churn Sahoo, son of Magoonee Sahoo, inhabitant of Bel Soolia in the above pergunnah, for the sum of 275 kahuns. Having received the above sum, I have paid it into the treasury of Nurhuree Sahoo, tehvildar, in discharge of my balance. Let the purchaser take possession and carry on cultivation with the fullest confidence. I engage that no one will hereafter disturb or molest him.

Dated 19th of Rubee-ool-Sanee Umlee 1197.

No. 10.

Moquddumee Sunnnd.

We, who are Gunga Ram, gomashteh of the sudder canoongoe, and Muddun Maintee, gomashteh of Bhyroo Ram, sudder chowdree, and Bijanund, gomashteh of Chuckerdur Mahapater chowdree willaity, and Luchoo Maintee and Chytun Maintee, willaity canoongoes attached to pergunnahs Soonhut in the Sircar of Ramna under Chukleh Bundur Balasore, declare as follows:—Since the moquddumee of mouzah Bheempoora in the above pergunnah has been from ancient times held by the sons of Bundhoo Naik jointly, but lately Jugut Naik, son of Kuroop Naik, out of wickedness wanted to get possession of the whole *village*, in consequence whereof Nundhoo Naik complained to the Newab, who issued a perwannah in our names to adjust the matter. We have therefore divided the said moquddumee into four shares, each of four annas. and assigned one to Purotten Naik, one to Nundoo Naik, one to Jugut Naik, and one to Soolaee Naik. Let the sharers each pay the serberah

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of his share to the Hakim-ool-Wukt, and Jugmohun Doss; each will be *malik* of the nufa noqsan, and of the russoom in his own division. This is given as a sunnud of moquddumee.

Dated———Ramzan 1187 Umlee.

No. 11.

Deed of Sale by Talookdars.

We, who are Oochutanund Putnaik, gomashteh of Joogulkissore Raee, canoongoe sudder, and Dirb Singh Mahapater, canoongoe willaity, and Moorleedhur Hurrichunden, canoongoe pargunnatee, and Sudanund Mahapter, Gujinder and Mungraj Mahapater, chowdrees of pergunnah Byaung in the Sircar of Budruck, in the full possession of our senses declare as follows:—Being unable to pay the malgoozaree of the Sircar for 1161 Ulmee, we have therefore sold mouzah Gurdsahee held jointly by us (Shurakut-i-bundeha) to Koonwur Mahapater, son of Nilamber Mahapater, inhabitant of mouzah Byaung, in the above pergunnah, for the sum of 100 kahuns of kowries, and having received the amount we have paid it in as revenue into the treasury of Brindrabun Sahoo, tehvildar of the above pergunnah. We therefore agree that let him, bringing the said village into full cultivation, take possession of it, with the julkur, bunkur, bagat, moohterfa, and kool haboobat, and pay yearly the Government revenue from the beginning of the following 1162 Umlee. This is given as a bye-namah. Neither we nor our heirs nor our brethren will hereafter have any claims on the said mouzah.

No. 12.

Ikrar Bye by Talookdars.

We, who are Gollab Raee, gomashteh of the sudder canoongoe, and Surbesur canoongoe willaity, and Jugtanund Chowdree, of pergunnah Dhumunggur in the Sircar of Bhudruck, declare as follows:—Mouzah Bishenpoor, &c., altogether six mouzahs, were placed under our serberah zemindaree. We have sold the same for the sum of four hundred kahuns of cowrees to Krishnanund Chowdree, and having received the amount, have paid it into the treasury of Kishen Sahoo, tehvildar, in discharge of the balances of our talook. Let the purchaser cultivate the villages and pay the Government revenue. Neither we nor our heirs will have any concern with them hereafter. Dated 16th Zukad 1177 Umlee.

No. 13.

Sunnud appointing a Sudder Canoongoe, dated 41st year of the reign of Arungzebe.

Let the mootusuddies appointed for the management of affairs, the gomashtehs of the jageerdars, the krorees, the chowdrees, canoongoes, moquddums, and cultivators of the Soobah of Orissa, know that since the khidmut of canoongoe sudder was held by Bulbudder according to the sunnud of former rulers, he having at this time demised, the said office has been assigned to his son Rajindar, according to the zimn. It is hereby ordered that you allow him to take possession of

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his office and to enter upon the functions of it according to the established law and practice [*bu tusurroof o wa goozasteh*], that you conduct all affairs relating to the revenues and civil administration of the country with his advice and concurrence, and that you attend on all occasions to his opinions and recommendations which will have equally in view the interests of government and of the cultivators. You will consider him to possess full powers of appointing and removing his gomastehs. The course to be pursued by the canoongoe is this, that he discharge all the duties of his office with punctuality and fidelity; that he exert himself in promoting the cultivation of his mehals, and in realizing the peishkush, &c.; that he ascertain fully the extent of the mal, sayer and all the various taxes,—a regular statement of which, showing the hukikut of the whole Soobeah, he must keep constantly in his serishteh, and furnish yearly a copy to the mootusuddees of the Sircar. Let him by his equitable and judicious conduct induce the ryots to engage actively in cultivation, and considering his appointment as the highest honor, let him labor to the utmost for the advantage of the State. Herein fail not!

Dated 7th Rajeb in the 41st year of the Jaloos.

Sircar Kutuk o Ghyreh.

Mal	Sayer.
Sircar Cuttack.	Meer Buhree.
Do. Jaujeepore.	Mundooyat.
Do. Burroowah.	Hat.
Do. Badshahnuggur.	Buldeh Kutuk.
Dar ooz zurb (or Mint	Manghuree.)

Bazyaftee o Ghyreh.

Bazyaftee Amlak o Ghyreh—Mowazeat.

[Here follows a long detail.]

Canoongoe of Jyekishen, &c.......	Sircar Budruck. Sircar Sooroo.
Canoongoe of Kundurp..........	Sircar Rumna. Do. Busta. Do. Jelesur. Do. Muzkooree.
Canoongoe of Ram Jewun	Sircar Gowalepareh. Do. Maljhetiah.

No. 14.

Sunnud appointing a Sudder Canoongoe dated 1131 *Umlee, the ninth of the accession of the Emperor Mahommed Shah, bearing the seal of the Nazim Shoojaood Deen Mahummud Khan.*

Let the mutusuddees for present and future affairs, the chowdrees, canongoe willaities, zemindars, moquddums, and cultivators of the Sircar of Kuttuck, &c., know: - That on the death of Rajinder the khidmut of canoongoe of the above-mentioned Sircars has been granted to his son

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Burjinder. Let him proceed to discharge the duties of the office with fidelity and honesty, and neither omit to perform nor conceal any one point tending to the advantage of the State. He will make the ryots happy and contented by his fair and judicious proceedings, and will exert himself to the utmost to promote the cultivation of the mehals dependant on him [mehalot talookeh canoongoe]. Let him strive to improve the resources of the country without impoverishing the condition of the ryots. Let him be ever present at his cutcherry, and at all times ready to furnish satisfactory accounts of the revenues. You will consider him as confirmed canoongoe i sudder, and will hereafter act in nothing without his advice and concurrence, which will always have in view the interests equally of the State and the cultivator. You will always allow him to enjoy the established russoom canoongooe [bu tusurroof o-wa goozarund.] Herein fail not! Dated 1st Zeekaad, the 9th year of the *Juloos.*

No. 15.

Firman, bearing the great seal of the Emperor Mohummud Mohyoo-Deen Aurungzebe Alumgeer Bedshah Gazee.

At this time a firman has been issued directing that about 200 bigahs of waste and unassessed [kharij jumma] but arable land in tuppeh Islamabad, commonly called Neeltiggree in the Sircar of Cuttack, attached to the Soobah of Orissa, should be granted, according to the zimn, to the respectable Sheer Mirza, jageerdar of the said tuppeh, as mudud mash, in order that applying the produce of the same to his maintenance he may pass his time in praying for length of our life and permanance of our prosperity. It is now ordered that the amils and krorees measuring out the said land and defining exactly its boundaries, give it over into the possession of the Mirza. They will allow of no encroachments or alterations, nor will they require from him land rent, nor akrajat of any description as kiladaree [khundaitee russoom], peshcush, jurimaneh, charges for measuring, piyadeh khurch, mohraneh, darogheganeh, beggar, *moquddumee** and *canoongoee:* no further measurement will be necessary after the *chuck* has once been fixed. In short he will be exempt from all interference of the Dewanee, and from all requisitions of the Sooltunee Departments. Dated 5th of Zu Heij, the 26th year of the Juloos or accession, corresponding with the year 1094 Umlee.

No. 16.

Grant of lakhiraj land by the Nawab Nazim.

Let the amils for present and future affairs, the chowdrees, canoongoes, and moquddums of Pergunnahs Dera Bissee and Burgaon in different Sircars known:—That since Radha Madhub, inhabitant of Mouzah Chot, has no means of subsistence, and is subject to great expense in feeding the poor and travellers we have therefore been pleased, in consideration of his merits to grant to him fifteen batees of land of 24 Dustee

* Another firman bearing the seal of Aurunzebe Alumgeer mentions *deh neemee*, or ½ in 10 *alias* 5 per cent. of the moquddum, and the "*sud doo*" or 2 per cent. of the canoongoe.

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measurement, belonging to the chuck called Pal, attached to several of the villages of the said pergunnahs, which on account of disputes between the zemindars have been for a length of time bunjur kharij jumma. The land in question will be separated from the said pergunnahs from the beginning of 1150 Umlee, and will be in future held by the grantee as mudud mash. It is ordered that you measure out the same, and give possession accordingly, that the grantee bringing it into cultivation may appropriate the produce to his own subsistence, and the maintenance of the poor. You will require no further sunnud. Herein fail not! Dated 12th Sufr, 25th of the Accession.

Endorsement —Fifteen batees of land, bunjur kharij jumma, on the ruqba of the Mouzahs of Pergunnahs Dera Bissee and Bargaon, on account of the chuck Pal granted as mudud mash to Radah Mahdub, inhabitant of Mouzah Chot No. 17.

No. 17.

Chuknameh by the Chowdrees, &c., in giving possession to a rent-freeholder.

We who are Mungraj Mahapater Chowdree, Niladree Maintee, canoongoe willaity, and Girdhur Pal, Bahadoor, talookdar, and Chukerdhur Mahapater, gomashteh of pergunnah Bargaon, &c., in the Sircar of Burroowah, declare as follows:—Since a perwaneh bearing the seal of His Highness the Nuwwab has been received, granted, &c. [as above], we have, therefore, conformably to the orders contained in it, measured out the land according to the boundaries specified in the former La Davee, and have given possession thereof to Radah Madub. Let the abovementioned enjoy full possession of the land, bring it into cultivation, and appropriate the produce to charitable purposes. Neither we nor our heirs will ever interfere. This is given as a sunnud chucknameh. Rubbee-ool-Awwul 1150 Umlee.

No. 18.

Grant of rent-free land by the Chowdrees, &c., in giving possession to a rent-free holder.

We, the chowdrees, canoogoes, and moquddums of Pergunnah Antroodh Bissee, in the Sircar of Cuttack, declare as follows:—Since about 2 batees 1 bigah 3 ghoonts 5 biswahs of land, bunjur kharij jumma on the ruqbah of the following villages dependant on us [talookeh Mayan] as below, 20 Dustee measurement has been given as amurt munohee (endowment of the temple of Jugunnauth) under the management of Byshnoo Churn Das, Birjabashee. Let the aforesaid occupy the land in question, bring it into cultivation, and appropriate the produce as holy food. We engage that no hakim or relation or heir of ours shall ever advance a claim for rents. This is given as a sunnud chote amurt munohee.

B. B. G. B.
2. 1. 3. 5.

Talooka Nurhurry Sautra			Talooka Sham Soonder Mahapater.			
1 Batee 2 Mans			Bigahs 9-12-8			
M. Raeepore	9	0	M. Pulsoda	5	0	0
„ Sadikabad	2	24	„ Jaffeer Nuggur	2	0	0
„ Nyalo	1	4	„ Khurdo	2	12	8

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M. Reng	.. 2	4	Talooka Nidhe Bulyar Singh.				
Sandree Kolo	.. 20	0	Bigahs	..	9	15	13
Burhum Koondee	1	0	Pitaeepore	..	2	0	0
Algobind	.. 3	0	Turdunna	..	7	15	3

Dated 7th Rajeb 1169 Umlee.

Abstract of a decision in a case of Moquddum suing a Talookdar for possession of his moquddumee, No. 2240, *filed October* 22*nd* 1808.

Ram Chowdree Moquddum *versus* Kunhaee Acharj.

Plaint.—" In the month of Mohurrum 1180 Umlee, I purchased the moquddumee of Mouzah Hureebhut in Pergunnah Codundah from Rajib Mahapater, the former moquddum, for the sum of 125 kahuns of cowrees, and received a qubaleh from the seller, who also made over to me his former qubaleh. From that date until 1214 Umlee I held proprietary possession [dukhl Malikaneh] of the above moquddumee without any partner, and paid the revenues either to the amil or to the former zemindar. The profits I appropriated to my own subsistence. At the end of 1214, the talook of Rogonath Suntra was sold by public auction for recovery of arrears, and bought by Kunhaee Acharj. My moquddumee village being always dependant on the above talooka, and the revenues being paid through the talookdar, I attended on the auction purchaser, but he refused to receive the rents from me, dispossessed me from the moquddumee of the village, and took the mouza under his own management. I complained summarily under the 49th Regulation of 1793, but the Judge, Mr. Ker, dismissed my suit as not cognizable under that Regulation. The sudder jumma of that village being Sicca Rupees 199-11-2, and its yearly produce Sicca Rupees 125-13. I sue therefore at that amount, and pray that you will summon the defendant, admit proof of my hukiat, milkeeat, and possession, and restore to me possession of the moquddumee of the village in question.

Answer.—The plaintiff's statements is false. Mouza Hureebhut was never his moquddumee. The real truth is this: Mouza Hureebhut was one of the pahikasht villages of the former zemindar. Plaintiff was a partner and relation of Gobind Chowdree, grandfather of the late zemindar, and in consequence of his relationship may have had temporary possession of the village: but the village was in reality a pahikasht one. Had it been a moquddumee one, it would be found entered as such in either the mofussil or sudder accounts. Plaintiff cannot found a claim of right on the circumstance of his having had temporary possession formerly. Being a pahikasht village, the possession of it formed a part of the *Hukook Zemindaree.* I have purchased all the rights of the former zemindar at public auction, and how can plaintiff found a claim on any title derived from him. His suit for the moquddumee is utterly unfounded, and I hope will be *dismissed.*

Replication.—The disputed village was not a pahikasht one. It was held by me in right of purchase. Defendant himself was my security in 1211 for payment of the revenue of my village to the amil. I never had possession of the village merely in consequence of my being a partner and relation of the former zemindar. Whether

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[library stamp]

the mouza is entered or not in the sudder accounts as a moquddumee one, I can prove my possession, and that I paid the revenues to the amil and the zemindar. Possession is a proof of *miras*. As to defendant's statement that he has purchased all the zemindaree rights of the former zemindar, I admit that he has done so, but he has purchased all his obligations likewise, and it is incumbent on him in consequence to make the collections in the same way that his predecessor did.

Exhibits.

"I, who am Rajib Mahapater, son of Pitaee Sahoo Moquddum, inhabitant of Mouzah Luchmenarainpore in Pergunnah Codundah Bissee Sircar of Cuttack, declare as follows: Since I have received from Ram Chowdree the sum of kahuns 125, being the price of the moquddumee of Mouzah Hureebhut in the above pergunnah, which amount I have paid in in discharge of my balances due from that village, therefore I give these few lines as a sunnud kubzool-wusool. Dated 15th Mohurrum 1180 Umlee."

Abstract of decision passed by the Register on the 25th May 1809.

"Defendant denies plaintiff's moquddumee right, and states that the disputed village was a pahikasht one of the former zemindar. It is clearly established, however, by the qubaleh, Kubzool-wusool, and documents bearing the seal and signature of former hakims, that plaintiff did really as stated by him purchase the moquddumee of the said village, and held possession of the moquddumee from that date of purchase until 1214 Umlee, also that he frequently paid the revenue of it to the Ohdedars, although now a shikmee of the talook. Defendant himself was security for his discharge of the revenues of the village in 1211. Plaintiff's witnesses prove the same. Although defendant has produced certain dehbuduhee papers with the signature of the Collector in which the disputed village is entered as pahikasht, those papers are not worthy of credit on many accounts. They were given in by the former zemindar, and where is the wonder if he with a view to his own profit and advantage fraudulently entered a moquddumee village as a pahikasht one; it appearing therefore that plaintiff's claim is just on the ground of his possession being fully proved. A decree is passed in his favour, and it is ordered that he in future pay the revenue of his village as moquddum through the talookdar. Defendant will have no other connection with the village, except receiving the proper revenue of it (serberah wajibee) through the plaintiff."

No.

Abstract of a decision in a case of Moquddum suing a Talookdar for possession of his moquddumee, No. 3049, *filed 2nd August* 1808.

Sirputtee Naik *versus* Juggunnath Mahapater.

Plaint.—"The moquddumee of Mouzah Pastooreh in Pergunnah Teerun, sudder jumma Sicca Rupees 46-0-7, and yearly produce Sicca Rupees 60, is my ancestral hereditary property. Under the former governments my ancestors had held the said moquddumee for centuries, and after paying the revenues appropriated the profits to their own

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maintenance. Under the Company's administration too, I continued to hold possession as before, and to pay the revenues through the Talookdar Nitranund Canoongo. At the end of 1214 a person called Juggunnath Mahapater, inhabitant of Mouzah Alna in the same pergunnah, bought the zemindaree at auction of the Collector. In Assin 1215, I paid him Rs. 10 of the revenue of the year, but in Kartick he violently and unjustly turned me out of the moquddumee, and collected the whole of the rents (Ma Hasil) from the ryots, every cowree of which he has appropriated to himself.—I pray, therefore, that you will summon defendant, and, having attended to my proofs and evidence, that you will restore to me possession of the moquddumee of the said village.

The defendant not having appeared the suit was tried *exparte*, and a decree passed by Mr. Hartwell on the 4th October 1808, awarding possession to plaintiff, as the moquddumee of the village was clearly proved by document and evidence to be the property (milkeeat) of plaintiff.

The decision was appealed against to the Judge, and appellant states the following objections:—

Respondent was not moquddum of Mouza Patsooreh —He was a relation of the late talookdar Nitranund Canoongoe, who parcelled out all the villages of his talook amongst his different brethren, and gave the management of one to each in the capacity of ihtamamdars, allowing them to appropriate to themselves a certain share of the profits. But he reserved to himself the full power of removing them at pleasure, and was himself always malik of the whole of the mouzahs on his talook, and mooktear of the bye and hibbah. Accordingly in 1214 he mortgaged this very village to appellant, and respondent signed the mortgage bond. This deed is forthcoming. The register mistook some sunnuds of ihtamamdaree produced by respondent for sunnuds of moquddumee, and decided against me, (appellant) whilst in jail and unable to appear, ready to prove that respondent never possessed nor had any right to the moquddumee of the said village, and trusts that the register's decision will be reversed.

Reply.—"The sunnuds to which appellant refers distinctly prove my right, because in them it is stated that I am confirmed in the moquddumee which had been held as mourosee by my ancestors from ancient times. The reason of my having more than one sunnud is this, that under the Mahrattas it was frequently the custom, when a talookdar died and a new one succeeded, all the moquddums of his talook attended on him and took out fresh sunnuds. So when Mya Mahapater Canoongoe died, I obtained a new sunnud from Nitranund Canoongoe in 1179 Umlee. As to the statement that I am one of the relations of the late talookdar, who parcelled out the several villages of his talook amonst his brethren as temporary managers, but was always himself malik of the whole, had full powers of selling and mortgaging, and accordingly mortgaged this very Mouza Patsooreh to appellant in 1214, and got me to sign the deed of mortgage as a witness, my answer is this: I am not a relation of the said canoongoes. There are seven generations between us. The canoongoe was never malik, nor had the power of disposing of one span of land in Mouzah

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Patsooreh; he had only the power of selling or mortgaging the zemindaree russoom of his talook. It is I and my ancestors who have ever been maliks of the sale amd mortgage of the said village. Accordingly during the zemindaree of that very canoongoe, I gave as khyrat a piece of ground to Kanhoo Ram Das, another to Rogoonath Das, and sold a third to Ghous Mahommed. These people are still alive. Let them be summoned and their evidence taken. If the canoongoe was really malik of the bye and hibbah of the land in my village, he would most assuredly have sold or given away a piece of ground to some one. Let this point be fully considered. The assertions that the moquddumee of the village in dispute was mortaged to appellant, and that I signed the mortgage deed, are utterly false and unfounded.

The Judge confirmed the register's decision on the 16th March 1809.

These decisions by no means, however, secured to the moquddum the permanent enjoyment of his rights, as the following will show.

On the 25th June 1818 the son of Sirputtee Naik presented a petition, stating that his father died in 1221 when he succeeded him in the possession of the moquddumee of Mouzah Putsooreh. He paid the Government revenue and enjoyed the profits until 1224, when Juggunnath Mahapater, the talookdar, to evade the claims of his creditors, got his son's name entered in the Collector's books, and gave up the management of his estate to him. The son named Jye Kishen Das, in Magh 1224, dispossessed petitioner from his moquddumee, because he refused to pay a beshee of Sicca Rs. 19. He prays, therefore, that on a consideration of the decrees formerly obtained by him, an order may be issued to the Collector under clause 2, section 4, Regulation XIX, 1814, directing him to take separate engagements from him, and to enter petitioner's name jointly with that of Jye Kishen Das, talookdar.

The Judge, Mr. Turnbull, issued a perwannah to the Moonsiff of Teerun, directing him to inform the defendant that if he disturbed in any way the possession of petitioner or demanded one cowrie more from him than the jumma specified in the decree, he should hold him to be guilty of a very serious offence. If he had any claims either for possession of the land of petitioner's village, or for an increase of assessment, the defendant must sue regularly in court.

Possession was restored to the moquddum by the moonsiff. In December 1819 he petitioned the court again, stating that Jye Kishen Das was bent on his ruin; that he was continually interfering with his collections and creating disputes between him and others; and that the only chance of preserving his meeras was that he should be separated from his estate. He repeated, therefore, the prayers of his former petition, that a precept might be issued to the Collector, directing him to enter his name and take engagement from him separately.

The application was rejected on the 23rd January on the grounds that there was no mention in the decree of petitioner's name being entered in the Collector's books jointly with defendant as a sharer in the zemindaree. He is directed to bring a regular suit in court if he thinks he has any claims to have his name recorded in the Collector's office

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Proceedings of the Commissioner's Court, dated 7th August 1818.

Read the petition of Bhaig Beeka, ryot of Mouza Bidaypore Bakirabad, as follows:—" Sir,—About 13 beegahs of the lands of the above village are tenanted by me (under my jote). The zemindar of the pergunnah collected from me under the former Government a rent (serberah) amounting to 81 kahuns of cowries, but now turning the cowrees into rupees at the rate of 4 kahuns, he takes from me Rs. 20-6, increased by akrajat mofussil, viz. chougundee, &c., at the rate of 1¼ anna per rupee, and salamee 1 rupee: total Rs. 23. For those rupees I am obliged to pay at the bazaar rate of 6 kahuns. Consider only the hardship of my lot. Formerly instead of the Rs. 23 I paid yearly about 85 kahuns of cowries. Now-a-days, on account of the dearness of silver, I have to pay 140 kahuns. In 1225 I discharged Rs. 14-8 of the above sum, and paid 1 rupee salamee to the zemindar. The balance amounting to Rs. 8-8. I have not the means of paying as three of the beegahs under my jote, producing sarud rice suffered from inundation. The zemindar, however, has no mercy on me. Besides placing a peon over me, he has caused to be scattered about my house fragments of the pots in which the victuals of persons of the lowest caste have been dressed; so that all free egress and ingress are barred. In short, he has reduced me to the lowest stage of wretchedness, and notwithstanding I offer to pay him in two months, he will not allow me even that indulgence. I have come therefore to throw myself at your feet, and to pray that you will devise some means of protecting me." This petition is presented upon unstamped paper, but as the petitioner is evidently wretchedly poor, *ordered* that it be received into the sereshteh, and that Kunaee Acharj, zemindar of Pergunnah Bakerabad, be called upon to appear in person forthwith. Final proceeding dated 14th August 1818.

Bhaig Beeka, complainant, *versus* Kunaee Acharj.

This day both parties attended before the Commissioner. The petition of the plaintiff was read to the defendant, who stated in reply, "that the petitioner has for 12 years yearly taken out a pottah for his lands, and given a kubooleat which he can produce. The pergunnah of Bakerabad, defendant's property, was assessed in Mr. Buller's time with an increase of Rs. 400, and in 1221 an augmentation was levied of Rs. 600—total beshee Rs. 1,000. Under these circumstances, defendant had required from plaintiff a yearly increase of 1 anna 1 pie per rupee.—A person of the Kundrah tribe, *alias* a Chokeyab, is established in the village where plaintiff resides, for the purpose of making the mofussil collections. Whether this person has, or has not thrown fragments of pots about the dwelling house of the latter to compel payment of rent, he is quite uninformed. He has not even seen petitioner for the last year and half. That person indeed for 5 years paid the jumma of the lands cultivated by him to an underfarmer of the village. It is true that the sum of one rupee has been demanded from petitioner on account of his khanchbaree ground, however, and not on account of salamee. The plantiff who is complaining so vehemently has never paid a cowree out of the Rs. 11 due from him on account of his batee tunkee lands." Since from

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the statement of both parties, it is evident that defendant requires nothing from the plaintiff but the jumma specified in his kubooleat, with his fair proportion of the increase imposed on the zemindar at former settlements.

Ordered.—That the complaint of petitioner be dismissed. If he has any charge to prefer against his zemindar for maltreatment, let him go before the Magistrate.

Petition of Bawuree Saountra, moquddum of Mouzah Ramchunderpore, Pergunnah Bakerabad.

The above mouzah is my ancient mouroosee moquddumee. I paid the revenue of it always through the three mahashys, who were the pergunnah zemindars at a moshuk-kussee jumma of 781 kahuns, or Rs. 182-12. Kunaee Acharj got the estate in 1214, who raised the Serberah of my moquddumee in 1215, Rs. 56; in 1217, 26; in 1220, 10; in 1221, 20—altogether Rs. 112. I paid as I could till the beginning of 1225, when being oppressed with debts and difficulties, I told the zemindar I could stand it no longer, but that I would willingly pay my former jumma, increased by a fair proportion of the Izafeh Sircar, with a due proportion of the akrajat sudder and mofussil. The zemindar disregarding my prayers, dispossessed me on my declining to pay the jumma of Rs. 294-12, and has brought the mouzah under nij tehseel. I pray redress that I may be restored to my moquddumee. *Asked*, if he has any documents to establish his moquddmee right on the above mouzah. *Answers*, he has none. It is mouroosee, but had often sold portions of it and granted lands as lakhiraj. The lakhirajdars and khureedars can shew the sunnuds and kubalehs. *Asked*, if any increase was ever imposed under the Marhatta Government on the jumma of his moquddumee. *Answers*, No. *Order*, let him sue the zemindar in the Adawlut in the regular course to establish his right. No doubt the Judge will, according to custom, speedily investigate his case, and in the event of his proving that in the Marhatta time he held the above moquddumee at a fixed jumma, the Judge will doubtless in conformity with the custom of the country, decree to him possession of the moquddumee at that jumma, increased by a Rusud Izafeh (proportion of the Government increase) and a share of the Akrojat Wajibee.

The Petition of Punkudje Pudhan, moquddum of Mouzah Oochootpore, attached to Talooka Gopalpore, in Pergunnah Asressur, as follows.

The above mouzah is my mouroosee moquddumee. I paid the revenue of it always under former governments, Butuor Muzkooree.

Under the Marhatta Government I had my village placed under the talook of Ramchunder Muddun Raee, and paid the revenue of it (Serberah numooddum) sometimes to the huzzoor, sometimes to Sumboonath Gosain; afterwards to the Amil Oochut Mahapater and latterly to the end of 1210 to Nilkunth Doss, Tehsildar. In 1210 Ramchunder Muddun Raee, having required zemindaree Russoon from me, I persuaded the Soobahdar of the province to separate my village

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from that person, and to place it under Nisunkh Raee (zemindaree of talooka Gopalpore) taking an ikrar from him that he would never require zemindar russoom from me, and that in the event of his doing so, my mouzah should be immediately separated. After the conquest, ignorant of the *Aeen* of the British Government, I did not attend at Balasore, and Nisunkh Raee having executed a kuboolcat for his talook; I paid him the jumma of my village assessed at a russud muthote. In 1214 the estate was sold for recovery of arrears. I then proceeded to Calcutta with intention to get my village separated, but the new purchaser having satisfied me, I said nothing. A second sale by auction having taken place, Nisunkh Raee re-purchased his property. At Mr. Buller's settlement he obtained some reduction of his assessment, but from that time to 1224 he made me pay on the same jumma, which I had first agreed for in 1212. In 1225 he required zemindaree russoom, &c., from me, which I declining to pay, I was dispossessed of my moquddumee. I then petitioned the court under Regulation XLIX, 1793, and obtained a decision in my favor, and a dukhulee perwannah, which Nisunkh Raee evaded compliance with, hearing that Mr. Melville was then just about to leave the district. Possession was subsequently given to me by the new Judge, but constant disputes between us have ensued since. The zemindar at one time agreed from my continued urgency to separate me from his estate, but in consequence of my having come into Cuttack and informed your honor (the Collector) that the mofussil collections of talooka Gopalpore were Rs. 9,000 in cash, and 300 bhurruns of paddy, which has obliged Nisunkh Raee to take back his talook (after throwing it up), seeing no hopes of a reduction of jumma, he grew angry with me, and has declined to fulfil his engagement. I venture now therefore to lay my claims before you, and to pray that a separate engagement altogether may be taken from me for the payment of the revenues of my village. May 1819.

Petition of Chowdree Soondursoon, Nisunkh Raee, Pitumber Chowdree, heirs of Chuckdhur Nisunkh Raee, deceased, late zemindar of Talooka Gopalpore in Pergunnah Asressur

" We have had the honor to receive a perwannah from the presence, stating the substance of a claim to separation preferred by Punkudge Pudhan, and calling on us for an answer. Sir, the representation submitted by that person is entirely false. In the first place, he states that he has an ikrar in his possession executed by the late zemindar at the time that Mouzah Oochootpore was taken from Ramchunder Muddun Raee's talook, and annexed to Nisunkh Raee. Our father never signed any ikrar relating to the separation of Mouzah Oochootpore as asserted by the moquddum in question. The custom was always this: Formerly that whatever ikrar, kobaleahs, or hisseh-namehs were executed relating to zemindaree or moquddumee affairs on each talook, were drawn out by the pergunnah gomastah, and signed by the talookdar, attested by the signatures of the zemindars of the pergunnah. But whatever writings related to the grant of rent-free lands, or of pitrallee

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and khanehbarree to the moquddums, were signed merely by the talookdar. If the petitioner had obtained an ikrar of the nature specified by him from our father, how happens it that he holds a sunnud executed by him for his khanehbarree pitrallee lands? Besides, every year the moquddums and serberakars pay regularly to the zemindar the mofussil rusoom zemindaree, and tehseel khurcheh, sudder and mofussil. The moquddum's further statement that Mouzah Oochootpore was separated from Ramchunder and annexed to Nisunkh, affords no proof of a proprietary title. They were brothers, and the Mahratta Government having annexed the village to the latter separated others in exchange. As to what he advances of a judicial decision in his favour, our answer is this: The moquddums of the Soobah of Orissa, who are to be found on the talooks of most zemindars, are allowed a portion of khanehbarree or pitrallee land, and whatever may be the actual produce of their village, or whatever jumma may be agreed upon and engaged for by them at the time of forming the annual mofussil bundobust, they pay regularly to the zemindar. If they fail, the zemindar takes the village into his own hands, and either holds it khas or farms it, the moquddum retaining only his pitrallee. In 1224 the moquddum, who has now petitioned, not having attended on the late zemindar at the time of the mofussil bundobust being adjusted, the village was brought under hustabood management for 1225. As to the complaint in court, the moquddum agreed to pay the hustabood jumma, on which an order was passed to put him in possession of his moquddumee. No order was passed for his separation; on the contrary the Judge told him to pay his serbereh to us. Only consider, Sir, moquddums exist on the talooks of most zemindars in the Soobah of Orissa. Inquire of them if a moquddum can ever be separated from the talook of a talookdar. If the moquddums can be so separated, what becomes of the zemindaree of the zemindar. We, therefore, protest against the separation."

A true translation.

(Sd.) A. STIRLING,
Secy. to the Commissioner.

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Statement of the different description of Estates in the District of Cuttack with the jumma assessed on each for 1228 Umlee.

Description of Mehal.	Number of each.	Jumma of 1212 U.	Jumma of 1228 U.	REMARKS.
Zemindarees	8	168,265 4 2 0	203,102 7 12 1	In these are included of course Limbaee and Rahung, &c. All the pergunnah zemindaree in short.
Talooks	429	534,387 0 11 0	625,967 14 16 3	The talooks were all originally entered in the names of chowdrees and canoongoes.
Entire mouzahs	657	157,076 14 3 3	199,720 3 1 0	
Kismuts of do.	73	14,377 14 4 3	16,973 0 12 3	
Killahs	49	42,113 15 0 2	58,629 3 4 0	
Kismuts of do.	10	2,389 2 17 2	2,829 9 15 0	
Khureedgee lands	722	27,672 1 0 1	33,638 4 9 3	Entered as khureedeegee, Mouzah Oghyreh.
Putnahs	143	25,429 6 16 3	24,889 3 19 2	
Tuppehs	13	32,665 2 5 0	37,798 5 6 0	The tuppehs might have been classed with the talooks, as they were mostly held by chowdrees and canoongoes.
Thannahs	3	9,245 8 5 0	8,964 4 5 0	
Arazee dugraee	27	9,204 0 6 1	10,947 10 18 2	The thannahs were either killahs or were formed under the Moghul Government as police stations, and assigned to different individuals with large jagheers attached. The sunnuds of the Emperor Aurungzebe confer the thanadaree and zemindaree of thannah Alumgir on a Mussulman sirdar on the removal of the old Khundait for misconduct.
Arazee mouajib	6	2,310 11 15 1	2,540 4 3 2	
Arazee jugeer buayaftee	156	4,687 0 2 1	7,312 11 0 2	
Paeekastah	1	362 0 1 1	452 0 1 1	
Arazee Lalbaugh	2	279 9 5 0	219 1 14 2	
Deohco	1	2,313 1 5 0	2,863 1 5 0	
Battee tunkee	14	646 4 6 0	935 8 1 1	
Arazeer alioburree	4	314 8 6 1	285 14 14 1	
Arazee Paeekanee	2	277 0 2 2	1,073 0 0 0	
Arazee kharizdeybutter	19	735 8 2 0	805 5 5 0	
Duffawat	1	321 2 1 1	390 0 0 0	
Kotewalice	1	52 13 0 0	70 0 0 0	
Arazee khodekustah	2	43 15 16 0	47 0 0 0	
Bazarha	4	676 8 17 0	1,072 0 0 0	
Aymah	2	646 15 9 3	691 15 9 3	
Arazee mubbadella	1	14 0 8 3	18 0 0 0	
Arazee Naukar	2	195 5 5 0	247 10 0 0	
Arazee zeernowoodarn	2	1,209 0 19 1	1,468 7 15 0	
Zillah	1	276 8 0 0	500 0 0 0	
Khajoorbooriah	1	6 1 4 1	3 0 0 0	
Julkur	3	339 13 19 3	328 0 0 0	
Killah Khordah, &c.	2	......	61,169 12 6 2	
Killahjaut	29	......	120,411 9 11 1	Assessed at a fixed jumma or peshcush.
Total ...	2,390	1,038,531 5 19 1	1,426,164 9 8 1	

(True Copies.)

TERRITORIAL DEPARTMENT,
The 25th July 1822.

(Sd.) A. STIRLING,
Secy. to the Commissioner.

HOLT MACKENZIE,
Secy. to the Government.

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BOARDS' TWENTY-ONE QUESTIONS.

No. 90, dated Fort William, the 6th September 1831.

From—GEORGE ALEXANDER, ESQ., Assistant Secretary to the Sudder Board of Revenue,

To—The Commissioner of Revenue for the Division of Cuttack.

I AM directed by the Sudder Board of Revenue to transmit to you the subjoined copy of a circular issued by the Deputation Branch of the Sudder Board of Revenue, under date 24th June 1831, on subjects connected with the revision of settlements under Regulation VII of 1822; and to request that you will obtain answers from the several officers in your division to the several queries therein set forth, and submit them with your own sentiments on this reference with all practicable despatch.

Copy of a circular issued to the Commissioners of Revenue under the control of the Board of Revenue, on Deputation.

UNDER instructions received from the Secretary to the Right Hon'ble the Governor-General in the Territorial Department, I am directed by the Sudder Board of Revenue to forward to you the annexed queries on subjects connected with the revision of settlements under Regulation VII of 1822, with a request that you will obtain from the several Collectors and other offices employed on settlement duties in your division, answers to these queries with the least practicable delay, and, when received, that you will forward them to me with any observations from yourself that the opinions expressed by those under your control may suggest, or that may appear to you necessary to a complete elucidation of the points embraced by the queries.

As it is of importance, with a view to the determination of some questions at present under consideration, that the information now called for should be furnished at an early period, I am directed to request that you will report, at the termination of a fortnight from the date of the receipt of this letter, and again at the close of another fortnight, the result of the call made by you on the Collectors of your division.

Queries.

1. What is the nature of the proprietary tenures which generally prevail in the districts of your division, and how are the individuals forming the constitution of a village connected with each other, and by what denominations are the different grades of occupants from the persons called proprietors to the tenants-at-will designated?

2. By what rules are the village communities ordinarily governed when the villages belong either to a single individual or to a body of proprietors?

3. In either case, what are the profits or privileges that attach to the proprietors in their relation to Government?

4. Where there are many proprietors of one village, how is the enjoyment of the proprietary interests in such village regulated: does it depend on the possession of separate parcels of land by each proprietor, or does it consist in the right to share, in proportions regulated

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by the law of inheritance, in the net rents of estates? In villages thus occupied, how is each individual's contribution to the Government revenue regulated?

5. How is the Government revenue realized when there are numerous proprietors or putteedars? Is one or more selected as the malgoozar, or are engagements taken from each individual proprietor? If the former, what is the principle of selection, and to what extent is the engagement of the recorded proprietor considered binding on his brethren? What are the profits or privileges incident to his office? Does the byachara tenure prevail, and, if so, what are the peculiar features of that tenure?

6. To whom is the waste land supposed to belong, especially in a byachara village?

7. Have any settlements under Regulation VII of 1822 been made in the districts of your division, and of those made how many have been confirmed by Government? What principles are assumed in adjusting the Government demand? Do the productive powers of land, with reference to the different classifications of soil, or the actual produce, form the basis of the assessment?

8. In making settlements, what are the different classes of individuals whose rights, &c., it is considered necessary to protect; and are there any descriptions of ryots claiming or possessing interest or an interest of any denomination?

9. What means are taken for protecting the rights of the proprietary and cultivating classes, and are pottahs given on all, or on what occasions?

10. Are the rents paid in money or in kind, and has in any instance the share of the produce been converted into a money payment? If so, on what principle?

11. Is there any known pergunnah rate which can always be referred to on a case of a dispute between the cultivator and the proprietor?

12. Are there any particular crops the rents of which are never taken in kind? If so, what are they, and what is the reason of the distinction?

13. Has any assistance been derived in the course of the settlement operations from the professional surveys?

14. What is the process resorted to in settling a village, both as regards the determination of individual rights and the adjustment of the Government revenue?

15. Are maps of any kind formed, and what descriptions of registers are made of the several tenures?

16. Is any statement formed shewing at one view the different fields which may be situated in different parts of the village, owned or cultivated by the same individuals?

17. What period of time will probably elapse before the settlement, under Regulation VII of 1822, of the district can be completed; and do any means occur for expediting its progress?

18. With reference to the length of time that must elapse before the detailed settlement can be completed, what would be the advantages and disadvantages attendant on an intermediate summary settlement for a long period of from fifteen to twenty years?

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19. Are you of opinion that the proprietors of estates generally will enter voluntarily into engagements for such period, either at the present jumma, where no increase of revenue can be fairly demanded, or at an enhanced jumma adequate to the value of the protracted lease, when the existing rents yield the proprietors a much larger income than 20 per cent. on the Government revenue?

20. In case summary settlements of the nature here contemplated should be formed, would any precautions, or rules not now to be found in the regulations, be requisite, in your opinion, for the protection of individual interests in puttedaree estates, or for the security of ryots in zemindaree estates?

21. If you are of that opinion, what specific measures would you recommend for the attainment of those objects?

No. 12, dated the 20th January 1831.

From—G. Stockwell, Commissioner for the 19th Division of Cuttack,
To—The Sudder Board of Revenue.

The period when I would transmit the information which your letter of the 6th September last requires, depended so entirely on my obtaining answers from the several Collectors, that having received those from the Hidgellee district only towards the close of the past month, I shall be exonerated from an imputation of overlooking so important a subject. I now submit answers from each of the five Collectors in this division, and as an appendix to them shall here give my own sentiments as enjoined by your Board. It is needful to premise that conciseness and brevity will be observed as far as practicable, not because I am incapable of fully appreciating the importance of, or unable to feel a deep interest in, the points agitated, but because the opinions of practical officers are given at length and are deserving of most weight If, however, it be desired that I should embody their replies, and should comment on them all, I will endeavour to do so; but so much of the information which is sought for has already been laid before the Government by one of their most able and most accomplished officers, who had every opportunity of studying the subject, and due leisure in which to express his ideas on it, that I apprehend a repetition will be useless. The late Mr. A. Stirling, while Secretary to the Commissioner, prepared a memoir,* to which I can add nothing but my testimony of its correctness and fidelity, for, prior to a knowledge of its existence, I had been searching judicial and revenue records in order to acquire a thorough insight into the nature of the proprietary tenures in this province, which research has convinced me of the accuracy of the views taken by him. When that memoir has been perused by your Board, I feel assured that no blame will rest on me for not touching on the nature of the landed tenures, or for passing on at once to consider the questions relative to settlements revised under Regulation VII, 1822.

* Dated 15th October 1821, Revenue Board Consultation, 8th August 1823.

2. *Question* 7—In the few settlements which have been made in this division, no uniform principle has prevailed of adjusting the Government demand, either according to the productive powers of land

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with reference to the different classifications of soil, or with advertence to the actual produce, but rather a combination of these two has been observed. Thus, in the Majnamoota estate in Hidgellee, pan gardens and betel trees have been highly taxed according to the high value of their produce, while other lands have been taxed by classifying the soil and rating it as jeel or kala of the first, second, or third sort, leaving out of consideration whether it could hereafter be made to yield rice or sugarcane, or other more valuable product. In Dilang, of Southern Cuttack, an estate in which much sugarcane is grown, and in Kukhur, of Central Cuttack, in which there is little of that crop, the productive power of the land has formed the basis of the settlement, thereby leaving open to the actual cultivator all the benefit of growing the more valuable crops. Although in Kukhur, where tobacco is grown only on the soil which is left by the river after the floods subside, that soil or that crop (for it amounts to the same) has been separately taxed, a question may arise as to the policy and propriety of an arrangement by which Government, and the malgoozars engaging with them, are excluded from participating in the increased advantages derived from the soil being made to yield a more profitable return; a right to participate has been exercised by malgoozars, and doubtless a corresponding increase of the Government jumma has been made, both of which cease by the above method of taxing soil according to its class. But the effect of assessing according to the crop produced is that of withholding a stimulus to exertion, and so, instead of encouraging cultivators to bring forth products which are fit for exportation, to induce them to continue in a state of mere poverty. Naturally indolent, and content with just so much food as will satisfy hunger, they will seldom be induced to undertake the more severe labour which is required to render the soil fit for producing the more valuable crops, unless secure of obtaining a corresponding gain, and of this they are assured only by means of an assessment based on a classification of the kinds of soil. In this province where articles of food are produced in an abundance greatly exceeding the demand for internal consumption, it is of consequence to divert people from merely growing corn, and to turn their thoughts to raising articles for export. But were lands capable of yielding tobacco, cotton, sugarcane, taxed higher when they did not yield these more valuable returns, the attempts to raise them would be rare, for the agriculturist would be no better situated after his severer toil to raise those commodities than after his few days' work in ploughing a field for a crop of rice. While, therefore, it is admitted that to fix an assessment according to the class of soil, and without reference to its produce, does in a manner deprive the Government and their malgoozars of a portion of revenue, the receipt of which is contingent on the growth or otherwise of those valuable products, I still think that principle should be pursued; for the stimulus must be given to the actual cultivator, not to the malgoozar—a mere gatherer of rents, for which he gets a fixed allowance—who never works with his own hands, and is rarely observed doing aught that is calculated to amend the condition of a mehal. Besides the above there is an evil which requires to be guarded against in making rents payable according to products, which is that to do so would create a necessity for annual adjustment in every

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mouzah. The ryot who one year grew cane, or the plot of land on which it was that year grown, may not or cannot do so next year, and it is the same with all other crops but rice; hence at some period in every year an adjustment would be required of the rents payable by every ryot who had grown cane, cotton, or tobacco, thereby entailing an endless yet ever-recurring trouble on the revenue authorities, and at once neutralizing one of the great objects of the regulation, that of defining the demand between the malgoozar and ryot, so as to put an end to disputes and litigations and oppression.

3. It is not, however, so certain that in all or in the generality of mehals much benefit would accrue to the malgoozar or to the Government in a series of years by specially assessing this product instead of the soil. In many places sugar is regarded as impoverishing and exhausting the soils, so that not only will not the same spot of ground produce it in two successive seasons, but whatever else is grown in that spot is inferior in quality to what it would have been had it not immediately followed sugarcane. It has been argued that a ryot aware that he would have to pay an enhanced rent, would not grow this crop unless he felt assured that he also would reap a corresponding benefit from this more valuable product; such may be their expectation, and such to a very small extent may the result be perhaps, but it is by no means in proportion with his outlay, his eight months' labor and watching in lieu of a few days, and when all these additional charges are added to the increased rent, and deducted from the proceeds, it would seem the actual laborer is little, if at all, better off than had he grown a crop of rice. It is the enhanced rent which does this, and which is sufficient to deter many from entering on a work requiring so much and such unremitted labor for which they will be so ill requited. The impetus that is given by withdrawing this pressure is apparent in the Pergunnah Limbai estate settled by Mr. Wilkinson, where a third in excess of the quantity which used to be grown in that estate is now produced. But to my mind the strongest objection is that of the necessity for annually adjusting rents whenever products are taxed instead of soils.

4. *Question* 8.—When making settlements it is absolutely necessary to protect, by defining in a roobukaree and in pottahs, the rights of every class and of every denomination of persons that may be found in the mehal under revision of settlement, and that whether they possess any or no interest in the soil. This precaution is as needful to secure a malgoozar from encroachments by under-holders and ryots as it is to prevent his aggressing them, and it must be observed down to the lowest grade of person who has any concern with tillage. To ascertain and define the nature and extent of those rights will be extremely difficult, and will be the chief cause of delay in compelling, as it is one of the most important objects in making, a settlement; and it unhappily occurring that rights vary so much in quarters so close to each other that a decision in one mehal will hardly serve as a precedent in the one adjoining, the labor has to be gone through in each. Mr. Hunter, in his answer to this 8th query, has stated a fixed rate of dividing the two percentages deducted from the gross mofussil jumma between the sudder malgoozar and a moquddum, the correctness of which may be doubted,

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and of which the justice is still more questionable. None of the persons with whom I have conversed was aware of any specific rate by which to adjust the shares of the moquddum and the zemindar in this profit, and all seemed to think the zemindaree russooom varied so greatly that no fixed rate would be mentioned. I can find no rule for our guidance, nor can learn that it has at any time been decided or has anywhere come to known and fixed rates or shares. If the proprietary right, which, if not created, was guaranteed by our regulations to the persons engaging as zemindars, is to be preserved as inviolate as good faith demands, no such partition as that declared by the Collector of Central Cuttack can be upheld, for it at once annihilates malikana as far as the zemindar is concerned, that it divests him of the profits of a proprietor, and turns him into a mere tehsildar or gatherer of land-tax on wages of 7½ per cent., out of which he may have to pay tullubana, may have his personal property sold, may have his zemindaree sold, and may go to jail, all for 7½ per cent.; while the moquddum who draws 22½ per cent. goes intact, unless after prosecution in a summary suit that may be on the file for years. The English terms landholder, landlord, proprietor, all of which have been used in the regulations when speaking of zemindars or the malikhan zemin, are very much at variance with that interference and interposition between landlord and tenant which has been, and continues to be, exercised. This Government, although as fully empowered to legislate for and between the two parties of landlord and tenant as is the British Parliament to pass an Act against the payment of wages in kind, had no more assumed to itself the right of declaring how much the tenant should pay to the landlord than the British Parliament has said what amount of wages shall be paid to workpeople. Until in Regulation VII, 1822, when a declaration was published that Collectors should (after survey and inspection) fix what rates cultivators were to pay to zemindars, from which the latter were to receive 20 per cent. malikana, besides percentage for the expenses of collection, all the rest going to the treasury, it had been left to the landlords and tenants to settle among themselves how much rent was to be paid. This law was in fact to declare Government the actual proprietor, reducing the zemindar to the condition of a tehsildar on wages fixed on a rate by percentage; and, if so, there is as much right now to fix that percentage at 7½ as there was to declare it 30, leaving the difference to the (sub-proprietor I cannot call him) person of the same grade, that is the moquddum. No man who inherited or purchased an estate can interpret our laws as vesting him with anything short of a proprietary right or less than an ownership in the soil, subject to the payment of revenue to the State, the residue being his income. But when Government give up 20 or 30 per cent. and yet allow that, or the chief portion of it, to be assigned to other than the recorded zemindars, the violation of faith will, in their estimation, be as great, and will be in its effects to them the same, as if the regulation which, constituted proprietary rights had been abrogated and annulled. In other words, the value of the proprietary rights, that is the profit of it, will have passed from them to others. Mr. Hunter uses the present tense; if he allude to estates of which no revised settlement has been made, I feel assured he is in error, and that no sufficient

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data have been ascertained for defining what are the relative proportions. But I apprehend that he refers to some incompleted revisions of settlement on which he has been engaged, mentioning the shares he has assigned in his settlement proceedings, which, when submitted, will not be recommended for confirmation until the scale of profit between the malgoozar and moquddum has been altered.

5. Although the Collectors of the three divisions in Cuttack make mention of a class called khureedadars—holders of a purchase—none of them are spoken of in reply to question 8, perhaps because they have regarded those persons as proprietors, and not as ryots. There are three classes of these khureedadars, two of whom I am disposed to regard as ryots possessing an interest which requires to be protected. The first class embraces those persons whose purchases have been (whether in one plot or in several scattered in various mehals) of sufficient extent and importance to have them brought on the Government rent-roll; they thus become sudder malgoozars. The other two classes are the holders of khureeda mafee and khureeda jummabundee, almost all of which are very small plots. Both of these descriptions of tenure had to be investigated, under the rules of Regulation II, 1819, and Regulation IX, 1825, to ascertain whether they were valid either as entitling the holder to possession free of rent, or at a low fixed quit-rent. The plots were so small that when a rent-free khureeda was declared invalid, the possessor became a ryot, but on more favorable terms than ordinary ryots. For the jumma being ascertained, a half was struck off, a pottah stating the rent he was to pay was given, and a right of sale reserved. The holder on a quit-rent always had been a ryot paying to the malgoozar, but in those cases where no title to a quit-rent was proved, and the full assessment was ordered from that sum, 20 per cent. as malikana (for the proprietary right was purchased) was deducted in favor of the possessor, and a pottah given to him. Thus these two classes became proprietary ryots, whose interests were secured to them by defining them in the proceedings and by granting them pottahs.

6. *Question* 9.—For the protection of the ryots, pottahs fully descriptive of the quantity of land of each sort held by them, the rate fixed on each kind, with a total payable by them, are given. The field-books show where their fields are situated, so that almost the only discussion which can arise is to how much they have paid, should the demand be made. Mr. Wyatt, who states that no other method beyond the above suggests itself to him, has, however, adopted one which is very much calculated to protect ryots from exactions. The head ryot or bureva, who is understood to have had no proprietary right, and in general to have been elected by the village community, subject to the zemindar's approbation, is employed to make the collections of his own village. His wages are half per cent. on the actual collections deducted from the rent of the land in his occupation, which is assessed like the rest. Hence, if he misbehave and be removed, he is again only an ordinary ryot paying his full rent, and the man who takes his place and becomes entitled to the percentage, deducts that from the rent he used to pay. Not only is a person of this class less likely and less able to be oppressive,

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but the common ryot can apply for redress to the zemindar, and removal is so easy as to hold some power over the bureva. Besides putwarees have been appointed, so paid as to be utterly independent of the zemindar, to whom copies of the ruckba jummabundee papers have been given, so that they know what each ryot ought to pay and does pay, their signatures having been required at each payment. The manner in which putwarees were made, and the scale of remunerating them, was copied from that carried into effect by Mr. Wilkinson in his settlement, and is appearing to be of old standing in Southern Cuttack; and as no better way has been discovered, this seems likely to come generally into use in all revisions of settlement in this division, except, of course, where that peculiar description be found of hereditary putwarees claiming proprietary rights in the soil, and exercising the privilege of its indefinite sub-division under the Hindoo law.

7. *Question* 10.—The answers of the Collectors to this question are in the negative, excepting that from Mr. D'Oyly, which says, in some instances corn rents have been converted into money rents, without specifying on what principle he proceeded. It is my opinion that in almost all the settlements something not very dissimilar has been practised, for the papers showing what money rents had been paid were so unsatisfactory, and so often gave the mere total of a ryot's rent on a supposed quantity of land, which was found to differ in extent, and to be of several classes, that those papers alone would not suffice for fixing future rents. The object being to define and secure the rights of persons and to protect ryots from exaction, it might have sufficed to say that a ryot who had paid such rent should continue to pay it. Then, however, two matters of import would have been passed over—1*st*, it was not clear merely because a certain rent had been paid on a certain holding that it ought to be so, nor could the propriety of continuing it or of making any alteration in its amount be ascertained until some calculation, or some estimate of productiveness, had been made; 2*ndly*, it was prescribed that the gross quantity of each kind of land, and the gross capabilities thereof in each mehal, and the same as held by each ryot, should be entered. Neither of these would be effected without going through the details as to kind and quantity and value of products per beegah—an inquiry which, if it did not determine the amount, was yet often used as the means by which to check the quantum of rent fixed on the basis of former papers. Your Board can refer to Mr. Wyatt's settlement of Majnamoota, to the settlement of Kukhur in Central Cuttack, and to some of the preliminary papers submitted by Mr. D'Oyly, in which something similar to the conversion of corn into money rents will be found; at least they show calculations on how much one ryot can till, the expenses thereof, produce, ryot's share, rent share, and value based on such data as could be had. My chief, almost only doubt as to those settlements standing, or indeed any others which are at all founded on such calculations, arises from the constant fluctuation of prices and produce, as well as from the imperfect acquaintance we have with the quantum of produce and the imperfect average of prices. On the expiration of the settlement, made by Mr. Wilkinson, of Dilang, though not then thought hard, though

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land was eagerly taken, and though revenue has been well paid, I am not without apprehension that the sudder jumma will have to be reduced, because a partial scarcity in the adjoining part of the Madras territories had given a considerable, yet a temporary rise in the price of grain which has fallen with the decrease demand. So also in Majnamoota the rents of the revised settlement of which were collected khas in 1237 and 1238 (the proprietors engaging only for the current 1239 wylliaty), a difficulty was experienced because of the very great quantity of produce rendering grain cheaper than it had been. It is easier to start objections than to suggest expedients for guarding against them; and as I see no reason for believing that the old money rents discoverable in zemindaree accounts were fixed on any other principle than an assumed quantum of produce to be divided into rent and the ryots' share, adherence to them alone would not improve the ryot's condition. Were annual adjustments possible by leaving open to ryots an option of giving a certain share of the produce, or the value of that share according to its value in each year, or in other words an option of paying corn or money rents as might best please them, their condition would be mended. But no such annual adjustment can be made, and the only precaution that can be taken is that of not over-estimating the quantum of produce, nor assuming too high a price as an average. Errors in which last are not improbable, as no correct price currents are obtainable for any series of time, and if they were, are not always sure guides. How different would the average be in and around Cuttack from 1818 to 1828 when so many troops were employed; to what it will be from 1828 to 1838, supposing only the single battalion now cantoned there to remain. So long as circumstances of this nature influence prices (setting aside variation in productiveness), settlements for long leases on fixed money rents will be precarious. It would relieve ryots were their agreements conditional, that at a fixed period of each year they might declare whether it was their intention to pay the money rent allotted to them, or instead to yield up a certain share of the produce to the malgoozar. But as the Government revenue must be paid in current coin, this would be to transfer the risk from the ryots to the malgoozars, and its only benefit would be that of saving the greater number of persons from being injured by a settlement which should not do them harm. If the rates of assessment have not been too highly raised, such a plan would be objectionable, because it could not be carried into effect without requiring adjustments annually.

8. *Question* 11.—There are no pergunnah rates.

9. *Question* 12.—Although I believe Mr. Hunter's reply is correct, I think our information is not such as to warrant a positive assertion that rent of any particular crop is never paid for in kind.

10. *Question* 13.—This question is answered by all in the negative.

11. *Question* 14.—Each revision of settlement begins with a measurement, the person conducting which enters in his field-book, each field by number, stating its size, the quality of soil, description of produce, the occupant's name, and the nature of his tenure. In going through which each claim, whether to hold rent-free or at quit-rent, or as a common ryot, is brought on by the party concerned and entered by the ameen, who, on approaching the boundary, will be watched by

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the owners of the adjoining estate, and will of course take a note of any objections they offer to his line of demarcation. The Collector's first duty is to test the accuracy of the measurement by selecting parts to be remeasured in his presence, next to satisfy himself of the correctness of the classification of the soil and the record of its products, to discover rates by which to form a jummabundee, to investigate and decide upon the various claims from that of mere occupancy to the holding free of rent, and finally to bring out as a result the amount of gross rents payable, by and to whom, and the deductions authorized therefrom by which he arrives at the net amount payable as revenue to Government. The abstract of the field-book brings into one view all the fields held by each occupant specifying their several qualities, and the aggregate of these will yield the totals of each class of soil in the mehal. The rates fixed on each class of soil will determine the amount payable by each ryot to whom a pottah is given, and from whom a kubooleut is taken, of which two documents lists are kept, and the aggregate of the sums inserted in them constitutes the mofussil jumma. In no part of the arrangement is greater care, discrimination, and judgment called for than in that of fixing the rates of assessment. Mr. Wilkinson, who has had more experience and a more intimate knowledge of the details of such affairs, says he looks mainly to the fact of what has been paid, in order to decide what is to be paid, but does not say what other guide there is for his reaching a fit sum as rent. Mr. Hunter merely says, " after adjusting the revenue to be paid by the ryots" without attempting to describe the process by which he can adjust this intricate and important point. Mr. D'Oyly fixes the rates after classifying the soil by questioning people on oath, by examining putwaree papers, and by inquiring rates in adjoining villages for land of a similar description. Mr. Wyatt in the settlement on which he is now engaged determines the rate by taking an average of the past five years of the quantity of produce and the market prices thereof, one-fourth of which he is assigning as rent payable to the malgoozar, but I imagine is also attending to past rates as he did when settling Majinamoota, but striking off several unauthorized cesses. Neither of these plans is likely to be correct in its results that it alone should be adopted, and to unite them may be useful. Nor will such a process be so tedious as it may seem to be, for, after classification of the soil, it will only be requisite that very careful inquiries be conducted for each class of soil on each of the above principles and then the general result be accepted. The determination of individual rights is brought about by inquiries on the spot conducted in the presence of the people and carried into effect by the Collector, save in cases for resumption and fixing the full assessment on land, which require previous confirmation and customs which have grown into rights, as of cutting fuel, or grass for thatching, &c., are recorded in the proceedings from inquiries made from the people of the mehal.

Mr. Ricketts has not yet superintended the revision of any settlement.

12. *Question* 15.—No maps have been formed, but the Board's orders for preparing them were issued, and some attempts have been made, but I apprehend without success, as well as that the sort of persons who are employed in this division as ameens is not likely to

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perform a task which to be useful, should be extremely accurate. The map to which Mr. Hunter adverts was made by him for one village only with skeleton map attached, but this is the only instance. It will be observed that differences exist as to the registers prepared in South Cuttack,—there is only the field-book in Central Cuttack, there are besides the field-book its bhian and avoorja by which all is brought into one view; in Hidgellee only the field-book and khuttian; but in Midnapore the Collector (in which I conceive he means, other registers) says they cannot be prepared until a settlement is finished.

13. *Question* 16.—This question Mr. Wilkinson answers in the negative, but in Central Cuttack the avoorja and in Midnapore and Hidgellee the khuttian will convey at one view information of every spot held by each person and the amount of them in each village.

14. *Question* 17.—The Collector of Midnapore entertains an opinion that the settlements of the Marhatta mehals may be completed in four years, but already has much of this fair season passed without anything being accomplished. The Collector of Hidgellee estimates that twelve years will be required, three of them in revising the settlement of the remainder of the Majinamoota estate, and nine for that of the Jellamoota zemindaree I agree with them in regarding the completion of them as possible, because in those quarters there are none of those intricate claims to subordinate or proprietary rights which are so profusely spread over the Cuttack province. The zemindar such as he was created by our regulations is now the only claimant of a right and property in the soil, with exception of the occupants of land asserted to be rent-free or to bear a fixed rent, although these suits are very numerous, more especially so in Hidgellee, they do not greatly retard a settlement, nor do they prevent its being concluded. During the measurement which brings to light the existence of these rent-free claims, notes of the description of soil are taken, the rates on which will be the same as fixed on similar soils assessed. Should the suit terminate in a resumption, and the land be so extensive as legally to entitle the holder to become sudder malgoozar, the amount of his rent is easily fixed on reference to the proceedings of the mehal from which it is separated, and the resumed tenure comes on the rent-roll as a distinct mehal. If the number of beegahs resumed falls short of the above, and the occupant is only to be sub-proprietor, the rent fixed is added to the jumma agreed for by the malgoozar, less the expense of making the collections and an alteration in the Collector's books has to be made. Indeed all is prepared for assessment by the preliminary inquiries held on the estate at large, and all that is required is an investigation of the validity of each tenure. Meanwhile the land acknowledged to be assessable is assessed, and the zemindar's engagement can be taken.

15. The three Collectors of the Cuttack province, bearing in mind how little has been done since the regulation was enacted, conceive that the settlements of their districts never will be completely revised in accordance with the rules which have been prescribed. It is impossible to deny the justness of that conclusion, if the comparison on which it is based is always to be found, and though it may not be so precisely, yet there are few indications of its being otherwise than it is at present.

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To this regulation alone it cannot be imputed, since previous to its enactment nothing that could be called a settlement was ever made, for surely the mere roobookarees held at the expiration of each term in which but little alteration was made in the sudder jumma, and no concern shown for the internal condition of estates or for the interests of others than the engaging parties can hardly be denominated making a settlement, neither is the regulation the main cause of the dalay, nor is it easy to fix on that part of it which should be omitted, or to rescind which would promote expedition. But rather those highly important statements No. 1 to 4, with village statement A, the value of which is great, provided they can be filled with accuracy, and it is the extreme difficulty of accurately filling them up, even when all the necessary information has been accumulated that postpones a report on a settlement otherwise ready to be submited At the same time so much hinderance has not arisen from them that they should bear the whole blame, for they would neither defer nor impede operations which were not attempted. Thus though they may have retarded Mr. D'Oyly since he began in 1829, they would not have prevented an endeavour to settle the Mahratta mehals prior to that time. Mr. Wyatt may have felt himself dogged by them since he began operations in 1825, and so many other Collectors have been when they undertook a settlement; yet as only the estates of Dilang in South Cuttack, of Kishnanundpore, Errunch, and Kukhur in Central Cuttack, and of Seearee in North Cuttack, have been* settled in the course of nine years, some other causes than the register and statements must be sought for; they were probably much the same before as they have been since my being posted to this division. Such an entire occupation of the time and attention of the Collectors as to preclude their entering into settlement operations, without putting a stop to other business of import to the Government and to the parties concerned, even the statement in the margin of suits cognizable by Collectors, without adverting to their other duties, will show the small expectation that could be entertained of settlements being made, unless other matters were to stand still. It shews also an urgent necessity for settlement making by which alone the causes of instituting so many suits can be removed, and will be, as has been, received in all those mehals which have been settled. For the future a diminution of the number of suits instituted before the Collectors may be expected, as after creating so respectable a class of moonsiffs, people may prefer bringing regular suits before them and to have them tried near the spot.

* Some others are nearly ready, but not finished.

Statement.		Pending close of 1830.	Instituted in 1831.	Total.	Decided.	Pending close of 1831.
Midnapore	...	273	250	523	451	72
Hidgellee ...	...	364	755	1,119	778	341
North Cuttack	...	677	536	1,213	710	503
Central ditto ...	...	2,451	1,176	3,627	1,026	2,601
South ditto ...	...	730	1,175	1,905	1,149	756

16. It is not only by the number of these suits instituted and disposed of that the labours of a Collector must be estimated, for, though

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called summary, they are as strongly contested and in many instances as voluminous and prolix as a regular cause in the civil court. In claims for rent pottahs or kubooleuts are rarely filed, there are no pergunnah rates to show rents per beegah. Even were the number of beegahs or the size of them known all is doubt and uncertainty; much of it is false swearing. Should the suit come under section 20, Regulation VII, for right or dispossession, &c., again, there is only oral testimony to produce; and as a summary appeal did lie in all, and still does under suits of the last regulation to the Commissioner, it was compulsory on the Collector to go through each case with care, else they would be returned to him as incomplete.

17. Supposing not only that all which is enjoined by Regulation VII, 1822, is to be observed, but that the statistical details of statement A, with the four statements annexed, are to be correctly furnished, no means occurs to me by which to expedite the progress of making settlements, save that of employing more persons in the performance of this duty, or that of allowing the general duties to be conducted by each senior assistant, and insisting on each Collector being in the district, and occupied with settlement operations in every favorable season. I am by no means convinced that natives of respectability, if selected with care, might not be beneficially employed in conducting a great part of the duties of settlement making, more especially on an estate adjoining that on which a Collector might be engaged. An European functionary draws, when on this duty, an extra allowance of Rs. 250, which a native would regard as a handsome salary not to be risked for any trivial gain by speculation, and but little motive for tempting him would remain were disputes as to right and claims to rent-free or quit-rent tenures merely recorded by him and left to be decided by the Collector. On such native assistant reporting his work finished, the Collector might proceed into the mehal and there test it, ultimately submitting the revised proceedings with his own report. I believe the whole work might be done by natives whom such a salary would call forth, and that they might be entrusted with the performance of all save the adjudication of contested rights and rent-free claims. Moreover, as they would remain throughout the year in the mehal which was being settled, their proceedings would not be impeded by a return to the station during the hot weather and rains. The employment of native agents is an experiment, which, in my estimation, is worthy of a trial, even were they instead of aiming at a complete settlement only to make a summary adjustment between malgoozar and ryots after measurement and fixing rents, and the settlements thus cursorily made might be for short terms, so that whenever they proved erroneous a more perfect revision might be effected at an early date. In fact they might be regarded as preliminary to a detail settlement on the principles prescribed by the regulation, and the resolutions of Government to be hereafter made by the Collector whose progress they would greatly facilitate These observations are made on the supposition that all which Collectors have been enjoined to do and to prepare before submitting a report, is to be preserved. In reply to another question, mention will be made of those deviations from the prescribed rules, which should be permitted in order to bring about settlement of a less satisfactory description,

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yet preferable to the existing position of affairs in the Cuttack province.

18. I must in this place state my dissent from the proposal made by Mr. Hunter in reply to the 17th question, for re-uniting the offices of deputy and senior assistant to the collectorship. This separation is calculated to produce much benefit, each person is responsible for his own division alone, will reap the benefit of an industrious and persevering reduction of arrears, and it greatly facilitates my supervision of their performances. It is also obvious that only the same quantity of work is to be done by the same number of persons, whether they are employed on the solid mass or on that mass divided. To my perception the plan has not a single recommendation, but may be met by several objections.

19. *Question*. 18.—If the summary settlement, to which this question alludes, be of the nature of that suggested by Mr. Ricketts in his letter of the 31*st* July 1829, its advantages are,—1*st*, an increase of revenue; 2*ndly*, that it is voluntary act and more than the value of the prolonged lease will not be given; 3*rdly*, the confidence with which zemindars so disposed may enter upon undertakings calculated to improve and increase the resources of their estates. Its disadvantages are that nearly every dispute between malgoozars and under-holders of all denominations which has been determined either in a court of justice or in a Collector's office, will be renewed, hardly any of those decisions specifying more than that until Government revenue is enhanced on the malgoozar, he shall not raise his rents on the occupants of the soil; 2*ndly*, all those points which the regulation was enacted to determine, because of the obvious necessity of so doing all the evils arising from the existing uncertainty would continue; 3*rdly*, litigation would go on as now; 4*thly*, there is no guide to show the Collector whose tender should be accepted and whose rejected.

20. The amount of the increase of revenue to Government must be a matter of speculation, but whatever it may be, it were dearly purchased by perpetuating the present system. In that letter from Mr. Ricketts which suggests the idea, it is evident that he only exposes the simple proposition, and in his replies the Board will perceive how fully sensible he is of the inexpediency of leaving ryots as unprotected as they now are; as well as how strongly he urges the necessity of inforcing an interchange of written agreements between malgoozars and ryots. Any arrangement which does not bring this about is to be deprecated; and although it may be said that little is now being done towards this end, I fear it is likely to be less whenever a summary settlement be made. It will not suffice to say that a clause might be inserted reserving to Government the right to commence on a revision whenever that might be thought proper. For while in such a state of uncertainty as to the time or the cause which might be deemed to render that revision fitting, no malgoozar would tender any considerable advance, nor enter on works of improvement. And were the results of a revision prospective, and to come into operation only on the prolonged lease expiring during that period, the ryots are unprotected, not only they, but all classes of under-holders who in different offices have litigated questions as to the amount of rent payable by them, will

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again have to seek safety from exactions by fresh suits to be instituted. For scarcely a decision says more than that so long as the Government does not raise its revenue, the zemindar may not raise his on the old occupants. Thus, besides relitigating many causes, at least as many suits as are now brought on would be instituted relative to rents, although the probability is that many more would be preferred, there being few zemindars, however ample their present profits, who would not endeavour to raise rents where a rise was possible, for which there would be the well-founded reason that they had to pay so much more than formerly. Neither is that a desirable arrangement which shall leave so much in the power of the malgoozar, and be so strong a temptation to him to produce false papers, which arrangement may be the means of drawing from the upright or conscientious man a heavier rate of increase than will be taken from the fraudulent. For any settlement of this nature must either depend on the papers produced by the malgoozars or previously lodged by them with the canoongoes, or else must rest exclusively on the tender they may make. One part of this is not a mere speculation. Then remissions were last year made on account of drought in some mehals, but not allowed to others which had also suffered, but in which the emoluments of the molgoozars were so considerable, that it was thought they ought to bear the loss. I was reproached with this arrangement by a man of respectability. He told me that the effect of his, and of some few others having scorned to falsify their papers, whereby their real means were made known, was that an indulgence had been withheld from them which had been granted to others who were less scrupulous. Such would probably be the case, and such would the feeling be were a summary settlement to be made for 10,15, or 20 years, either on inspecting papers lodged with canoongoes, or by calling on the zemindars to offer an increase.

21. *Question* 19.—I am of opinion many would tender an increase, but not equal to the value of the prolonged lease, and believe that several were prepared to do so.

22. *Questions* 20 *and* 21.—Being left to surmise what kind of summary settlement was in the contemplation of the framer of these questions, and conceiving it to be of the nature proposed by Mr. Ricketts, I consider many rules will be required to protect both malgoozars, under-holders, and ryots.

23. 1*st*.—In villages (for some estates or mehals having several kinds of subordinate tenures, it will not do to speak of mehals) that are and have been hustabood, that is in which no party comes between the ryots and the malgoozar, an interchange of pottahs and of kubooleuts must be insisted on. For Bengal, Regulation VIII, 1793 for Cuttack, and Puttaspore, Regulation XII, 1805, did not only order that pottahs should be given, but fixed a period within which this was to be done. But ryots having refused or omitted to receive pottahs, a remedy against this was framed in section 5, Regulation IV, 1794, which, though never expressly made applicable to Cuttack, may be regarded as having become so by the general extension of the Bengal revenue laws to that province. The obvious as well as declared intention of giving written leases has been defeated, because no mention is made of kubooleuts. It is true penalties were attached to the non-granting of pottahs, but these

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would have formed separate suits, to be brought on by the ryots, the poorer party, and that at a time of the year when neither of them may intend any bad faith. After harvest, when bad crops, unforeseen expenses, or chance quarrels, make the one party desirous to extract more, and the other to pay less, these disputes arise which are so difficult of adjustment, where neither party can produce a voucher. An expectation might have been entertained that persons would have been sufficiently vigilant to secure themselves from risk by requiring a document, but experience shows they are not so. I propose as a guard against this evil that the interchange of pottahs and kubooleuts be enforced by law, the malgoozar not to be allowed to exercise any of the coercive processes for realizing rents either by attaching crops or personal property, or by a summary suit unless he can produce the written kubooleut of the defaulting ryot. The rules of Regulation VIII, 1793, Regulation XII, 1805, and section 5, Regulation IV, 1794, to be enforced or re-enacted, if a new law be passed, the penalties being leviable on a summary inquiry to be held by the Collector, by whom also the penalty in the 68th section of Regulation VIII, 1793, should be inforced, the words "equal to double" being modified into "not exceeding double." Besides which every sudder malgoozar to file in the moonsiff's court an abstract of the above documents, to prevent allegations of subsequent forgery, or detriment to either party, by the accidental loss of a deed, the date for entering which lists being fixed by Collectors with reference to the custom of a country: a daily fine for the non-fulfilment of this obligation should be fixed with advertence to circumstances, but not levied until confirmed by the Sudder Board of Revenue.

24. These rules should be declared applicable in all lakraji tenures, the holder or owner of which should not be entitled to recover rents from his tenantry, unless he observed the forms prescribed for malgoozars.

25. To render this complete, it must be ruled that each of these engagements contain a specification of the rent to be paid on each description or class of soil, and the quantity of each sort of land held, with the size of the beegah, either 12,16, or 24 dustee as it may be. For the length of the measuring rod, and consequently the size of the beegah varies in almost every mehal in the Cuttack province, so that to state a certain number of beegahs is useless, unless the rod by which they are measured be known. In talook Kukhur the beegah proved to be nearly the size of the Bengal beegah, in talook Puhrajpore it was thrice as large, and in Northern Cuttack it is found to vary from 14,500 to 40,000 square feet.

26. As it has been established in the few revision of settlement which have been completed, as also in those which are in progress, being indeed the universally admitted custom of this province that a thanee ryot has a right of permanent occupancy, contingent in his paying his rent, it should be enacted that malgoozars are to give to them pottahs, and to receive from them kubooleuts for the same period of time for which they, the malgoozars, have entered into engagements with the Collector. The rent not to be liable to increase unless the malgoozar can show that by any useful work constructed by him at his

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own expense, as a dam to stop water, or a sluice to drain it off, that the land held by a thanee ryot has been improved equal to the enlarged rent demanded. If on the lease to the malgoozar expiring the Government revenue be not enhanced, he is not to raise the thanee rents, and are after proof as above mentioned of improvement effected at his own cost.

27. It is as generally admitted that pahee ryots have no right of occupancy, but that they must vacate whenever a thanee ryot can be found to take the land which they have tilled. As they pay less rents than thanee ryots, because these last have house* land free of rent, it will not be right to interfere with this custom any further than by enforcing an interchange of pottahs and kubooleut, leaving the parties to make them annual or to arrange between themselves the period of their duration.

* In Hidgelee and the Marhatta mehals, household or "dheemol" is heavily taxed.

28. In those villages in which any class of sub-proprietor as mokuddum or surberakar intervened between the malgoozar and the ryots, the above rules should be observed by the sub-proprietor, on whom devolves the duty of adjusting fit rents and collecting the amount of them from the ryots. But a pottah is to be given by the sudder malgoozar to the sub-proprietor and a kubooleut taken from him, which engagements should extend to the same period of time with the malgoozar's engagement with Government, but should only state the amount payable yearly in one consolidated sum, with the name of the mouzah or putuee for which the engagement is made. During the term of the lease, if the malgoozar at his own cost construct any work by which the condition of the land is improved and its produce increased, he shall be entitled to raise the rent payable by the sub-proprietor in proportion with the value of the improvement effected. But should the sub-proprietor at his own expense raise such a work, then the entire benefit of it to accrue to him. In order that the interchange of these several agreements may be effected without injury to either party, a period of one or two years might be assigned before the penal clauses of the regulation should come into operation, after which they should be rigidly enforced. For no detriment to the interests of any person or class of people can spring from written agreements; their object and tendency are the security of all, and the necessity of the measure has long been and continues to be almost universally admitted.

29. There is a necessity for determining in what way the waste land and the profits arising from bringing it into cultivation should be disposed of, for opinions and authorities are so much at variance that full scope is given for interposing by legislating. It is futile now to discuss what were the relative positions or restrictive right of malgoozars and mokuddums, as the former have been declared proprietors by our laws, on the faith of which various transfers have been made constituted proprietors, they must have some right in the soil yet until as they are admitted to have in that which already is productive, and must be entitled to some profit on it, the enjoyment of the profit on land being the right of the proprietor. Although it has been said the waste land belongs to mokuddums exclusively. I neither coincide with that doctrine, nor can reconcile it with a proprietary right of a person to an entire estate as

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defined by local boundaries, neither do I think the generality of natives of this province would assent to the correctness of that doctrine. On the contrary, it seems to me that the relative rights of malgoozars and mokuddums in the waste land of a village are just the same as their relative rights to the land already under tillage, and in this proportion I would determine that they should share the proceeds of waste land brought into cultivation within the term of lease, unless the parties chose to insert a clause to the contrary. Thus supposing the gross rents collected by a mokuddum to be Rs. 1,000, of which he paid Rs. 800 to the malgoozar, whose sudder jumma may be Rs. 500, thus it appearing that eight-tenths of the gross rents of lands already cultivated are paid to the malgoozar, he should be entitled to eight-tenths of the rents which the mokuddum may fix on land broken up and made productive after engagements were signed. This may be received as having a tendency to diminish and blunt the efforts of mokuddums to clear and break up land at present non-productive, but the proprietor must have a right to some share or portion of the proceeds of land within the bounds of his estate as it is called, and no better mode of calculating it occurs to me than that of making it bear a proportion to the share of the profit which he already realizes. At the same time it will be obvious this arrangement will not cramp the energies of a mokuddum in respect to improving and rendering more productive land that is under tillage at the time when his lease is taken.

30. Occasionally a discussion arises whether a sudder malgoozar can insist on an under-holder, whose right of occupancy is undoubted, giving security for the fulfilment of the conditions of his lease. Orders in favor of, and adverse to, this measure have been found, but none such as would show the right was in all cases admitted or in all denied. Where the right of possession is not doubted, where a mokuddumee or surberakaree tenure has been proved, that tenure being alienable and transferable by sale, I see no reason for permitting a malgoozar to demand security. It may be obtained with difficulty, is sure to cause discussion as to the validity of the security tendered, and must prove an additional expense to the under-holder. To say that it should in no instance be given, or demanded might be detrimental to the malgoozar wherefor I would rule, that if an under-holder withheld his rents for two kists, or forced the malgoozar to sue summarily for arrears at the close of a year, then for the year following the under-holder must give security. The demand to be made in writing and a period of two months allowed within which compliance be necessary, and on failure to comply, the mouzah to be held hustabood by the malgoozar.

31. An important point is noticed by the Collector of Balasore that of the right of a mokuddum to separation from the mehal of which his village has been a component part, and to be registered as sudder malgoozar paying direct into the Collector's treasury. The memoir of Mr. Stirling also refers to this subject, and after allusion to the difficulties with which such separations had been attended, recommends also that a period should be fixed after which no under-holder should be entitled to obtain the privilege. The ground on which it would be claimed was that of having paid for five years direct

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into the treasury of the former Government, and I do not see why the rule which bars the institution of a suit after 12 years should not be applicable to actions of this nature. Nor why those who did not apply within 12 years after Regulation XII, 1805, was enacted should now be able to do so. Nevertheless the object being to set all uncertainty at rest, if any law is now passed it might contain a clause that should determine this point.

32. With a view to relieve sudder malgoozars from the risk which they now run, which is not so great as it seems owing to the extreme aversion of all the revenue authorities to sell estates, it will be proper to enable them to sell the tenures of moquddums, surberakars, dependent talookdars, or other denomination of under-holders who are defaulters. In the 7th clause of section 15, Regulation VII, 1799, provision is made for the sale of such tenure in satisfaction of an arrear of rent by application to the Dewanny Adwalut, but it is not specified whether such application is to be by regular or summary suit; and by consequence although the chief part of the duties of that law has devolved on Collectors, it is by some understood that this power of causing a sale still rests with the civil court alone. Having seen malgoozars placed in a very awkward predicament by the wilful misconduct of their sub-proprietors in withholding the amount of rents which they had realized, because they were certain of still remaining such, whatever might be the fate of the estate, and aware that by combination they could ruin a malgoozar without themselves sustaining any detriment, because their tenures are not rendered invalid by a sale of the estate at large, I conceive there is a necessity for protecting sudder malgoozars. This would be effected by a declaration that on obtaining a decree for arrears from a Collector under Regulation VIII, 1831, which was not appealed into the civil court within three months, that on the expiration of that period the Collector might sell the under tenure of the defaulter in satisfaction of the decree, provided its amount cannot otherwise be realized, the same as if the decree had been obtained in a civil court and carried into execution by that court.

33. It having been ruled so far back as 1799, that dependent talooks are liable to sale in satisfaction of arrears, and it being obvious that no greater objection to it can exist than is advanced against the liablity of the sudder talook itself being sold, my aim is only to alter the process by which such a sale can be effected. And although the tenures adverted to differ thus far from those putnee talooks to which Regulation VIII, 1819, is applicable, because their origin is supposed to have been more ancient than that of the zemindaree in which they are situated, whereas the putnee talooks are created by the zemindar himself, yet once created the value of the latter is greater because the sudder rent is fixed in perpetuity. These putnee talooks are subject to be sold prompt, and I therefore see no reason why the tenures in this province should not also be liable to be brought to the hammer, after a decree obtained, the surplus proceeds after paying up all arrears of rent going to the proprietor of the tenure. Even the mere knowledge that such a course of procedure could be resorted to, would be highly beneficial, and render it less necessary of execution than now, seldom as it is now adopted.

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34. Notwithstanding that the term "putneedaree" is not in use in this province, it will be seen there are many estates which might be so called from the number of persons in them owning shares as described in section 5, Regulation IX, 1811. For the protection of the non-engaging sharers who might be deprived of their possessions by the misconduct and bad faith of the engaging sharer, should the mehal be sold by auction (and the evil is not speculative only), it appears to me expedient that the rule of the 14th section of the above quoted law should be enacted for, and made applicable to, this province. It is in the power of the revenue authorities, under section 4, Regulation IX, 1825, to guard against the greater evil of alienating the property; but this process may involve a Collector in considerable trouble, for khas management is difficult, and few persons will farm an estate in which there are many proprietors at variance with each other, but still more objecting to him. When adopted after report to, and approval by, Government, it still excludes honest and industrious sharers, because of the misbehaviour of a co-partner, and it makes no provision for the future after the farming lease has expired; whereas the rule of section 14 of Regulation IX, 1811, is simple in its operation and beneficial in its effects, because preserving the putneedars in possession of their heritage, besides its tendency to encourage industry, economy, and honesty. It is not necessary to extend the whole of that regulation to this province, because under Regulation XIX, 1814, partition can be made; but if there be an enactment, it were well to provide against very small estates being broken up and formed into separate mehals. Into what small portions some estates might be broken, because of the numerous proprietors in them, will be perceived in the Collector of Balasore's letter, and a limit should be put by a declaration that unless the sudder jumma of the greater number of sharers amounted to Rs. 100 each, no partition should be made by which those shares could be recorded as separate mehals.

35. Courts of law having declared a moquddumee to be a proprietary right and liable to equal partition among the heritors, I apprehend it will be thought inexpedient so far to interfere with the Hindoo law and customs as to prohibit a division of such subordinate tenures, notwithstanding the difficulties in which they involve both malgoozars and ryots. In this, however, I must be understood to speak of the profits and emoluments of a moquddumee, and not of the office which should be confined to one of the family, or the duties of it can never be performed without serious inconvenience. Where they disagree among themselves their interests suffer, where they divide the duties the poor ryots are harassed; and the malgoozar without enjoying all the receipts of a villages if hustabood, is subject to all the expenses, delays, and vexation of khas management. As without trenching on the receipts of this class of persons it is possible to obviate the difficulties which their numbers entail, by ruling that one only should be chosen, it would be beneficial to declare it, leaving the family to make a selection, the person elected being removable from office by petition to the Collector, when preferred by the greater number of moquddumee sharers, much in the mode pursued in South Cuttack in the Sassun villages. The individual thus selected would be held under sufficient restraint in his conduct towards his fellow-sharers by their power of

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causing his removal, but may fail in fidelity towards the malgoozar. Being the person of their choice, his partners must be responsible for his behaviour; and should he withhold from the malgoozar rents which he has realized, a suit should be against him singly, although the whole tenure being answerable should be liable for sale. But being a property, the rule of section 14, Regulation IX, 1811, might be made applicable, and any sharer in a moquddumee who paid up the arrear should hold the share of the defaulter as a mortgage, redeemable on payment of principal and interest at any time within five years but not afterwards.

36 Although the generality of natives acknowledge that most of the lakrajiland is held on invalid tenures, that much of it rests on no other foundation than simple assertions of the fact, and are sensible that many persons in a sphere of life called respectable have endeavoured to support their claims by producing forged and fabricated deeds, still the resumptions of these lands bring down much odium on the Government. It is admitted by them that but a small portion of the proceeds is actually applied to the religious purposes for which the land purports to be assigned, as well as that the greater part is spent in the personal pleasures or aggrandizement of the fortunate holder. Nor do they deny that each succeeding amil of the former Government resumed without hesitation the grants made by his predecessor, whenever the exigencies of his local Government rendered necessary an increase of the revenue. And were they to deny it, the fact is fully illustrated by those several successive orders which are produced as granted by the Berar Rajah, no repetition of which would otherwise have been needed. While they acknowledge all this, even those not personally concerned reprobate the system of resumption, and among other weak reasons adduce that of the hardship of that measure being resorted to so long after the province was acquired, which, if then carried into execution, would have been little felt, considering it would be good policy to shift this odium from the Government or to others. I recommend for consideration what Mr. Ricketts proposes in paragraph 104, that every zemindar who successfully prosecuted a suit for resumption should enjoy the proceeds free of all demands for 15 years, but would leave it to any person not a zemindar to sue, and would declare that wherever situated or whatever the extent, that person who successfully prosecuted the suit for resumption should receive for a fixed term the jumma that might be assessed on the resumed jagheer. It is not only clear that on the expiration of that term a profit would accrue to Government, but intermediately also it would be productive of advantages if a zemindar were the suitor, as whatever promotes the welfare and increases the wealth of the malgoozars facilitates the payment of the revenue assessed on their estates, and may furnish means by which to enter on improving their estates. No further alteration in the law II of 1819 would be required than that of guaranteeing to the successful prosecutors the net rents on resumptions for the period specified, and they might bring on all suits as under section 30 of that regulation.

37. Should the answers from the several divisions in which these questions have been circulated lead to the enacting of any new law, I take the liberty of suggesting that it be printed on half margin, and

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sent to the several local authorities to be returned with such notes as they may deem fit to make. For it is not impossible minute circumstances connected with the rules and forms of practice may occur to them which might escape the framer of the regulation, whose attention would be turned to the principles and main features of the enactment.

Dated Pooree, the 23rd September 1831.

From—W. WILKINSON, ESQ., Collector of Pooree,

To—G. STOCKWELL, ESQ., Commissioner for the 19th Division, Cuttack.

I HAVE the honor to subjoin answers to the several questions accompanying your letter of the 14th instant.

1*st.*—What is the nature of the proprietary tenures which generally prevail in the districts of your division; and how are the individuals forming the constitution of a village connected with each other; and by what denominations are the different grades of occupants, from the persons called proprietors to the tenants-at-will, designated?

1*st.*—In this division of Cuttack the following are the principal proprietors—zemindars, moquddums, pudhans, and tunkeedars. The three latter generally pay for their villages through the zemindar, but when they exist they are the real proprietors of the soil. The large zemindarees of Kordes, Rahung, Chowbeescood, Seracur, and Delang, have been late introductions of the Mahratta Government, or of our own since the acquisition of the province. There are also proprietors called khundaits, poorsethees, and khurreedadars, but as the rights of the different proprietors in Cuttack have been so fully discussed by Mr. Sterling in his minute of the 15th October 1821, I beg to refer to it for further information. In a tolerably large village with one or more moquddums or pudhans at its head, there are frequently many relations (*bhaeepos*, literally sons of brothers), who either hold their lands at lower rates than the ryots, or pay for their share their proportion of the jumma and expenses. There are also an accountant, called bhoee, putwaree, or karjee, who keeps the accounts of the village, chowkeedar in charge of the police, and the customary village servants, such as washerman, barber, &c., between the moquddum or pudhan and the

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pahee ryots or tenants-at-will; besides their relations, there are the *thanee* or resident ryots, who cannot be turned out as long as they pay their jumma.

2nd.—By what rules are the village communities ordinarily governed when the villages belong either to a single individual or to a body of proprietors?

2nd.—I am not aware that there are any fixed rules for the government of the village communities. Almost every village differs from its neighbour in some respect or other.

3rd.—In either case, what are the profits or privileges that attach to the proprietors in their relation to Government?

3rd.—The proprietors who engage for the Government revenue receive for their shares their percentage, either in land or money, according to the custom of the pergunnah, and all profits from extended cultivation, and, in some instances, some contributions from the cultivators.

4th.—Where there are many proprietors of one village, how is the enjoyment of the proprietary interests in such village regulated? Does it depend on the possession of separate parcels of land by each proprietor, or does it consist in the right to share, in proportions regulated by the law of inheritance, in the net rents of estates? In villages thus occupied, how is each individual's contribution to the Government revenue regulated?

4th.—Most villages have several shares, in some of which it is the custom to collect jointly and divide the profits, according to the shares, after the jumma and other expenses have been paid; in others, each sharer collects separately his proportion of each ryot's rent, being alone responsible for his jumma and expenses; in others again, each sharer has possession of separate parcels of land, and is alone responsible to Government for the rent of that land.

5th.—How is the Government revenue realized when there are numerous proprietors or putteedars? Is one or more selected as the malgoozar, or are engagements taken from each individual proprietor? If the former, what is the principle of selection, and to what extent is the engagement of the recorded proprietor considered binding on his brethren? What are the profits or privileges incident to his office? Does the byachara tenure prevail; and, if so, what are the peculiar features of that tenure?

5th.—There are numbers of villages, called Sasans, in this division which pay a light quit-rent (tunkee). These are divided into 10, 20, 30, and even 400 shares, and each shareholder or tunkeedar pays his quota of the jumma and expenses according to the quantity of land he holds, without any reference to its quality, or whether it is cultivated or uncultivated. In such villages the tunkeedars select their own malgoozars, sometimes one, sometimes more, who are called by their brethren "reportdars." These men attend at the cutcherry, and to whatever they agree the rest are responsible; but when a majority of the

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tunkeedars are dissatisfied with the reportdar or reportdars, they consider themselves at liberty either to select new men or to add to their number. The persons selected are generally those who have most lands in the village; their expenses are always paid, and in some cases they are remunerated by a cess per beegah or per rupee. Instances of "reportdars" requesting to be relieved of the duty and responsibility have occurred where some of the shareholders have been quarrelsome. In other villages, which pay a full jumma, it has been my practice to record every sharer's name when a request to that effect has been made; but I conceive that the shares in many instances have become too minute to be of any value. The byachara tenure does not prevail in this district.

6th.—To whom is the waste land supposed to belong, especially on a byachara village?

6th.—To all the proprietors according to their shares.

7th.—Have any settlements under Regulation VII of 1822 been made in the districts of your division; and of those made, how many have been confirmed by Government? What principles are assumed in adjusting the Government demand? Do the productive powers of land, with reference to the different classifications of soil or the actual produce, form the basis of the assessment?

7th.—A mofussil settlement of zemindaree Delang, pergunnah Limbaee, recorded as the property of the Rajah of Khoordah, has been made under Regulation VII of 1822 with the pudhans or heads of villages, and has been confirmed by Government. In this estate each village was first measured to ascertain the quantity and quality of land in it and under cultivation, and, after allowing the customary heta, *i.e.*, 1 beegah in every 20, to the pudhans, engagements were taken from them for the rent of the remaining land in cultivation. This remuneration I subsequently thought insufficient and recommended an additional 10 or 5 per cent. being granted to the engagers for their expenses, giving the first where no lands were out of cultivation, and the second where they were considerable. A similar settlement for

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Khoordah is now being formed. In these two mehals the productive powers of the land form the basis of the assessment, leaving each cultivator the choice of his crop.

8th.—In making settlements, what are the different classes of individuals whose rights, &c., it is considered necessary to protect; and are there any descriptions of ryots claiming or possessing interest of any denomination?

8th.—In tunkee villages, each sharer's name and the quantity of lands he holds is recorded in the measurement papers; and in villages paying a full rent, each sharer's name and, if holding separate parcels of land, each man's jumma, is entered. A register of all lands held as rent-free, at a fixed rent or by the village servants, is likewise kept. The resident ryots have a right to retain possession of their lands as long as they pay the Government rent.

9th.—What means are taken for protecting the royts of the proprietary and cultivating classes; and are pottahs given on all, or on what occasions?

9th.—I have made it a rule to give every ryot a pottah.

10th.—Are the rents paid in money or in kind; and has, in any instance, the share of the produce been converted into a money payment; if so, on what principle?

10th.—All rents are paid in money and none have been converted from kind. Lakherajdars frequently take a share of the rice crops from their cultivators, and the division is generrally half-and-half. On occasions of partial loss from inundation, which are not unfrequent here, an estimate of the produce is made whilst the crops are on the grounds, and the ryots then pay to the extent of the price of half.

11th.—Is there any known pergunnah rate which can always be referred to on a case of a dispute between the cultivator and the proprietor?

11th.—There are no pergunnah rates, and every village has one of its own according to the productive powers of its soil. In some villages the land will produce two crops of sugarcane, whereas in others of the same pergunnah only one crop can be had, and that an indifferent one.

12th.—Are there any particular crops the rents of which are never taken in kind; if so, what are they, and what is the reason of the distinction?

12th.—The subject of this question has never been particularly brought to my notice, so I cannot give any satisfactiory answer, though see no reason why a person wishing to have a portion of any crop in lieu

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of money could not make an agreement with the cultivator to that effect.

13*th*.—Has any assistance been derived in the course of the settlement operations from the professional surveys.

13*th*.—No surveys of this description have been made in this district.

14*th*.—What is the process resorted to in settling a village, both as regards the determination of indvidual ryots and the adjustment of the Government revenue?

14*th*.—A measurement is first made of the village, and the papers record the quantity and quality of the land in it, and the proportions held by each shareholder and by every cultivator. I then ascertain the correctness of the papers by examining small portions of the village in different parts of it, and particularly those portions to the classification of which any objections may have been made; having ascertained their correctness, rates are fixed for each description of land, and orders issued to the canoongoe or to the measuring ameen to take kubooleuts from the cultivators and prepare pottahs for signature and distribution. This mode of procedure brings again to my notice any wrong classification (at least if bad lands are entered as good) or wrongful dispossession by the cultivators complaining, when further inquiry, either personally or through an officer on the establishment, is made and redress given if deemed proper; when all the lands, or nearly all, (as it happens occasionally that some are thrown up) have been engaged for a jummabundee for the whole village or for each share, if divided, is made, and after the usual deductions for remunerations and expenses have been made, engagements are entered into with the heads of the village to ascertain what are fair rates. I have made attempts to learn what is the produce of a beegah of each quality, but I never found two men to agree, and the cultivators generally made out that they never had anything

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left for rent after paying for seed and allowing for the labor of ploughing, sowing, weeding, watching, and reaping. I therefore look, in a great measure, to what has been hitherto paid in determining on the rates.

15*th.*—Are maps of any kind formed? What descriptions of registers are made of the several tenures?

15*th.*—I have had no maps made, but I mean to try to introduce them. It may be done in small villages, but I fear it will occupy too much time in large and populous ones where the fields are numerous and very small. The registers of tenures are kept in Oorya, and English translations are made.

16*th.*—Is any statement formed showing at one view the different fields, which may be situated in different parts of the village, owned or cultivated by the same individuals?

16*th.*—A statement of each cultivator's field is kept, and every field he holds is numbered. Thus, a man may have fields numbered 1, 10, 70, 150, and 550, and on a reference to the field-book it may be learned where those fields are; but no statement to show at one view where the different fields are situated, is made.

17*th.*—What period of time will probably elapse before the settlement, under Regulation VII of 1822, of the district can be completed; and do any means occur for expediting its progress?

17*th.*—The Government revenue of this division amounts to Rs. 4,25,661-1-10, excluding the estates paying fixed tributes; from this sum Rs. 1,50,581-12-2-1, the jummas of Limbaee and Khoordah, being deducted, there will leave Rs. 2,75,079-5-7-3. Allowing estates paying from Rs. 6,000 to Rs. 7,000 to be settled in a year, it would take 40 years to complete the settlement of the whole district. If every petty dispute for the boundary of gardens, houses, and fields in a village, and for the boundaries of the village under settlement, and its neighbours; if every claim to a piece of ground to be held rent-free or at a quit-rent, and complaints regarding wrong classification, &c., are to be decided by a Collector before engagements are entered into with a zemindar, at the same time that he is to carry on the current business of his office,

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I think I have over-estimated his powers in saying that he can complete the settlement of estates paying from Rs. 6,000 to Rs. 7,000. The settlement of Khoordah, paying hitherto Rs. 1,04,025-7-1-1, and which will hereafter pay Rs. 1,24,000, I do not consider as having been made in exact conformity with Regulation VII of 1822; and the subsequent instructions as to have completed one with the minute details required, would have taken me 12 or 15 years.

18*th.*—With reference to the length of time that must elapse before the detailed settlement can be completed, what would be the advantages and disadvantages attendant on an intermediate summary settlement for a long period of from fifteen to to twenty years?

18*th.*—A summary settlement of the description mentioned in the 14th answer, would be attended with numerous advantages and no disadvantages. By fixing what each ryot and village had to pay to a zemindar, almost every summary suit for rent would be taken from the Collector's file, and the decision of those brought forward would be materially facilitated, as it would only be necessary to ascertain the payments. Several suits for dispossession would also be disposed of, and a record of the exact quantity of other disputed land would be had. A register of all lands claimed to be held rent-free would be brought to the notice of superior authority, and the same authority by having some tolerable authentic information would be better able to select estates for re-settlement in exact conformity with the resolution of Government dated 19th October 1826.

19*th.*—Are you of opinion that the proprietors of estates generally will enter voluntarily into engagement for such period, either at the present jumma, where no increase of revenue can be fairly demanded, or at an enhanced jumma adequate to the value of the protracted lease, when the existing rents yield the proprietors a much larger income than

19*th.*—I am of opinion that the zemindars of this district would voluntarily engage for an enhanced jumma when it could be shown to them that they are in the receipt of upwards of 20 per cent. on the Government revenue after the expenses of collection have been deducted. But many of the estates of this division are over-assessed, and when it can be clearly shown that they

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20 per cent. on the Government revenue? | are so, some deduction should be made.

20th.—In case summary settlement of the nature here contemplated should be formed, would any precautions or rules, not now to be found in the regulations, be requisite, in your opinion, for the protection of individual interests in putteedaree estates, or for the security of ryots in zemindaree estates?

20th.—No new enactment is required, and Regulation VII of 1822 should be, as far as possible, acted up to.

21st.—If you are of that opinion, what specific measures would you recommend for the attainment of those objects?

21st.—No answer necessary.

Dated Cuttack, the 20th October 1831.

From—R. HUNTER, Esq., Collector of Cuttack,

To—G. STOCKWELL, Esq., Commissioner of Cuttack.

As required in your letter No. 696, dated the 14th September, I have the honor to forward replies to the queries transmitted in the copy of a circular of the 24th June, issued by the Secretary to the Right Hon'ble the Governor-General in the Territorial Department, through the Sudder Board of Revenue, under date 6th September.

Question 1.—What is the nature of the proprietary tenures which generally prevail in the districts of your division; and how are the individuals forming the constitution of a village connected with each other; and by what denominations are the different grades of occupants, from the persons called proprietors to the tenants-at-will, designated?

Answer.—The proprietary tenure throughout the central division of Cuttack of the sudder malgoozar is zemindaree, as constituted by Regulation XII of 1805; the grades under the zemindar are the moquddum or surberakar, and the thanee (resident) or pahee (non-resident) ryot. The moquddumee is of two kinds,—the mowroosee moquddum inheriting from time untraced, and the moquddum who, for a consideration paid to the zemindar, has obtained from him a right not previously existing, the zemindar foregoing the right of collecting direct from the cultivator, and vesting that right in the purchaser, who pays a fixed money rent to the zemindar, not liable to enhancement until a Government revision of settlement takes place. Many such purchases have been

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made both before and since the Company's accession, and this purchased right appears to correspond in every respect with the right of mowroosee moquddum, both being heritable and alienable. The thanee ryot cannot be ousted so long as he pays the revenue assessed on the lands apportioned to him. The pahee ryot, who, in consideration of not enjoying a rent-free residence (which the thanee ryot does) in the village, pays in most parts of this district at lower rates than the thanee ryot, may be ousted by his immediate superior, provided a thanee ryot agrees to cultivate his lands at the thanee rates; but it does not seem to have been usual to dispossess him for the purpose of appropriating his lands either to neez cultivation, or to transfer them to another pahee ryot: this point does not, however, seem to have been definitively determined, other modes of dispossession being generally resorted to by those wishing to enhance the revenue, a system which the backward state of the revision of settlements and the numerous and undefined rates of rent current in every village as yet unrevised does not admit of the revenue authorities effectually checking. A simplification of rates and accurate ascertainment of occupancy will hereafter, it is to be hoped, strengthen the hold which the cultivator has of his lands. Besides the zemindar, moquddum, and ryot, there are in every village numerous holders of rent-free tracts, which are generally cultivated by the thanee ryots of the village. These lakherajdars hold under claims for dewuttur, peeruttur, and nuzur imam (Hindoo and Mussulman endowments), birmuttur, khyrat, mudud maash, milik muhturan (grants for support of religious persons, mendicants, &c.), and collect either in kind

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or money from the cultivators. The village servants, in consideration of services given to the State or to the village community, enjoy small tracts rent-free, which are also generally cultivated by the thanee ryots. These servants are the village watchman (khundait), his subordinate dundwasee or chokeea, who actually keeps watch and aids in collecting the revenue.

Washerman	(Dhobee).
Gardener	(Mallee).
Sweeper	(Hulalkhor).
Carpenter	(Duroodgur).
Blacksmith	(Ahungur).
Barber	(Hujam).
Cowherd	(Guala).
Inferior castes pay no revenue for their huts	Pankundra and Baoreo.

The surberakar is a title so generally in use now in Cuttack, that it cannot be overlooked in this specification of grades. I do not find any satisfactory explanation of its origin, but conjecture it has arisen from the desire of the zemindar to get rid of the hereditary moquddums by applying a questionable title favorable to their object of subsequently disputing their claims should opportunities offer of ousting them. Thus, it is a rare occurrence to see a zemindar in his petition style his immediate subordinate malgoozar moquddum, however unquestionable that person's title may be; the ambiguous designations of surberakar, karjee, moostajir, gomastah, &c., being with few exceptions used. On the other hand, the persons who have by any means procured the authority of collecting directly from the ryot assume the title of mowroosee moquddum. In almost every case of summary process for rent or dispossession these conflicting interests are advanced.

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Decisions, both judicial and revenue, are numerous where the surberakar has had decreed to him the right of occupancy of the village (bila zikr i suqul moquddumee) without styling him moquddum, but subject to permanent occupancy and at the previous rent till Government shall revise the assessment, thus giving to such claimant as good a title as the hereditary moquddum. The moquddum claims a right to alienate and bequeath his village.

This the zemindar denies; yet the moquddumee right of a village has invariably been considered available for sale in satisfaction of decrees. I therefore conceive that a moquddum and surberakar may be considered the same. The villages where no such intermediate malgoozar exists, or where he has been successfully ousted by the zemindar, are styled paheekasht or hustooboodee villages; and where, as I have stated above, the zemindar sells a right of the nature of moquddumee not previously existing or dormant, that village becomes a moquddumee village. The effect of this I consider by no means detrimental to the village community; on the contrary, it tends to protec tthe poorer classes from undefined exactions arising from every change of naib or gomastah of the zemindar, for in moquddumee villages the moquddum has sufficient weight to withstand them, and from being a resident in the village, is interested in the welfare of all his subordinates. The pecuniary interests of Government are not materially concerned in restricting the extension of this system, and as the village community in moquddumee villages seems to have been better protected and the cultivation generally more flourishing, it appears to me rather to merit encouragement. Many moquddums have, by orders of court, obtained

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separation from the zemindarees to which they were attached.

Question 2.—By what rules are the village communities ordinarily governed when the villages belong either to a single individual or to a body of proprietors?

Answer.—In moquddumee villages the collection of revenue and the management of all the waste and pasture lands is conducted by the khundait and dundwasee under the immediate orders of the moquddum, who pays his rent to the proprietor, or if more than one proprietor, to each according to their respective shares. In pahee villages the rent is, according to circumstances, realized either by one kazee on the part of the proprietor or proprietors, or these collect separately from each ryot according to their respective shares. It seldom happens that the proprietors have separate occupancy of portions of villages except of lands in their own private cultivation (neejjoot).

Question 3.—In either case, what are the profits and privileges that attach to the proprietors in their relation to Government?

Answer.—In moquddumee villages the proprietor or sudder malgoozar has no privileges, and his profits are limited to the difference between the ascertained mofussil jumma paid by the moquddum and that paid to Government by the proprietor of that village. In paeekasht villages the proprietor enjoys the right of appropriating all waste land and all surplus proceeds of every description beyond the sudder jumma; he also possesses the privilege of appointing all the village servants on vacancies.

Question 4.—Where there are many proprietors of one village, how is the enjoyment of the proprietary interests in each village regulated? Does it depend on the possession of separate parcels of land by each proprietor, or does it consist in the right to share, in proportions regulated by the law of inheritance, in the net rents of estates? In villages thus occupied, how is each individual's contribution to

Answer.—In this district there are few villages, of which the proprietors are numerous. Where they are so, two or three of the most influential of the proprietors are almost invariably selected, whose names are by common consent registered in the Collector's office, and to them the revenue authorities look for the Government revenue, the division of the surplus profits being left to themselves. It sometimes is so arranged among such

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the Government revenue regulated?

sharers that in lieu of their sharing in the profits they are permitted by the brotherhood to hold certain small portions of land without contributing any rent to the general stock.

Question 5.—How is the Government revenue realized when there are numerous proprietors or putteedars? Is one or more selected as the malgoozar, or are engagements taken from each individual proprietor? If the former, what is the principle of selection; and to what extent is the engagement of the recorded proprietor considered binding on his brethren? What are the profits or privileges incident to his office? Does the byacharra tenure prevail; and, if so, what are the peculiar features of that tenure?

Answer.—The foregoing answer applies to this query. The engagement of the recorded proprietor is considered so far binding on his brethren as to justify their being ousted from the management of their separate portions in case of an attachment of the village for Government arrears. Where they have enjoyed the management of such lands rent-free, they are considered liable to all the other penalties attaching to a defaulter.

Question 6.—To whom is the waste land supposed to belong, especially in a byacharra village?

Answer.—The term "byacharra" is not current in this district. The waste land in paeekasht villages is at the disposal of the zemindar, and in moquddumee villages, the moquddum.

Question 7.—Have any settlements under Regulation VII of 1822 been made in this district, and of those how many have been confirmed by Government? What principles are assumed in adjusting the Government demand? Do the productive powers of land, with reference to the different classifications of soil or the actual produce, form the basis of the assessment?

Answer.—Three settlements have been made—Mouzah Eerunch, Talook Kishnanundpoor, and Talook Kukhud. The first was completed on the 24th April 1824, and confirmed by orders of Council 14th July 1829. The second was completed on the 30th April 1825, but not having been reported for confirmation and the zemindar having attempted to raise the rents on the ryots, it was, on the 4th July 1828, disapproved by the Commissioner and the zemindar was dispossessed; the estate is still under attachment, and the zemindar is prosecuting the Government for re-possession. The third was commenced by the late Deputy Collector, Mr. Clarke; completed by me on the 23rd April 1831, as reported to the Commissioner on that date. The confirmation of Government has not

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as yet been received. Four estates are just on the eve of being completed.

Talook Puhurajpore, pergunnah Paeendah.

Talook Bishnabur, pergunnah Bakurabad.

Pergunnah Khannuggur, pergunnah Bakurabad.

Pergunnah Beronassee, pergunnah Kuttuk Havullee, and seven others have been measured and will shortly be settled.

Pergunnah Saibeer.

Talook Bamunpore, pergunnah Usseressur.

Talook Mulleepore, pergunnah Paeendah.

Mouzah Surruraparauh, pergunnah Paeendah.

Pergunnah Emamnuggur, pergunnah Puddumpore.

Mouzah Soonakhundee, pergunnah Malkudnugger Burado.

Talook Rughonathpore, pergunnah Kodunda.

The amount of the Government demand is, in the settlements now pending, adjusted chiefly with reference to the actual produce, the gross estimate of crops being taken at a valuation struck at the lowest average of the past 10 years; one-half of this is set aside for the expense of cultivation and maintenance of ryots and their families and cattle, the remaining half being paid to the superior malgoozar, who is allowed one-eleventh for expenses of collection and for the maintenance of sudder and mofussil mooktears, naibs, &c., and one-fifth of the remainder is then set apart (provided the increased assets of the estate admits of so much without diminution of the sudder jumma) as profit to the proprietor. Thus the mofussil estimated

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produce being Rs. 220, half for expenses of cultivation and maintenance of ryot	110
Paid by the ryots	110
Deduct expenses of collection	10
	100
One-fifth for malikana ..	20
Government revenue ..	80

Question 8.—In making settlements, what are the different classes of individuals whose rights, &c., it is considered necessary to protect, and are there any descriptions of ryots claiming or possessing interest or an interest of any denomination?

Answer.—The principal part of this query has been answered in my reply to query 1. Where a moquddumee right is established in a village, he enjoys, as proprietor, the 20 per cent. malikana and one-fourth of the expenses of collection, the sudder malgoozar enjoying only the remaining three-fourths and no malikana.

Question 9.—What means are taken for protecting the ryots of the proprietary and cultivating classes; and are pottahs given on all, or on what occasions?

Answer.—Each moquddum, ryot, khureedadar, &c., obtains a pottah under the Collector's signature, specifying the extent of every petty field he cultivates and the gross fixed revenue he is bound to pay; and this revenue is not variable, whatever description of crop he chooses to cultivate. The roobokaree of settlement details the rights of each individual in the village.

Question 10.—Are the rents paid in money or in kind; and has, in any instance, the share of the produce been converted into a money payment; if so, on what principle?

Answer.—The principal payments are made in money, specfied in rupees, the cowree currency having fallen greatly into disuse. A few payments in kind are stipulated for, but never without specifying that it shall be regulated by the gross crop as one-half or one-third. I have never seen an instance where a specified quantity of produce was agreed to be given; the ryot sometimes stipulates for the option of paying in money for the portion of the produce at the selling price of such produce, but the rates of the harvest time do not guide the adjustment, those of the period of executing the kubooleut

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in Cheyt or Bysakh, when grain is dear, being taken.

Question 11.—Is there any known pergunnah rate which can always be referred to in a case of a dispute between the cultivator and the proprietor?

Answer.—None except in estates which have now been re-settled. In my settlement of Bishnabur I have classed the whole of the lands of each village under four heads, to which reference can always be made. In my settlement of Puhurajpore this mode was not followed, which I regret, as I have found that it has given much satisfaction to the ryots of Bishnabur.

Question 12.—Are there any particular crops the rents of which are never taken in kind; if so, what are they, and what is the reason of the distinction?

Answer.—The rent for tobacco, sugarcane, methee, onions, garlic, pan, mohree, cucumber, kureela, kutchoo, and other esculent vegetables, cotton and hemp, are never taken in kind, they being the more valuable products and requiring constant and daily attention.

Question 13.—Has any assistance been derived in the course of the settlement operations from the professional surveys?

Answer.—None as yet in this district on this subject. I beg to annex a copy of my report of the 22nd September 1830.

Question 14.—What is the process resorted to in settling a village, both as regards the determination of individual rights and the adjustment of the Government revenue?

Answer.—An ameen, or the canoongoe generally of an adjoining division, is deputed to measure the whole of the lands in the presence of the village servants, the ryots of each of his respective spots, and a roojoonuvees (comparing mohurrir) on the part of the zemindar or of the moquddum in such villages, and a person on the part of the canoongoe. The Collector on proceeding to the village, having satisfied himself as to the correctness of the measurement and general classification of soils and registry of crops, proceeds to enquire into every individual's claim and decides them on the spot, giving immediate effect to his decision; and after adjusting the revenue to be paid by the ryots, obtains their signatures to the kubooleuts; after which the pottahs are signed and delivered to each ryot. Numerous conflicting claims in every village require previous adjustment before

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all the pottahs can be delivered out.

The enquiries into rent-free claims would best be decided on the spot, but the forms required to be observed by the regulations are too numerous and productive of too much delay to admit of this being practicable. The extent of jagheer allotted to the several village servants also requires strict scrutiny. The boundary of each village must not only be settled to the satisfaction of the village community, but the most respectable ryots of the adjoining villages should be required to examine the bhowreea (chitta or field-book) to see that no encroachments have been made on their lands.

Question 15.—Are maps of any kind formed, and what description of registers are made of the different tenures?

Answer.—I made a map of one village as a specimen by which I conceived it practicable to adopt the European and Native mode of measurement, so that one should check the other. As reported in my letter of the 22nd September 1830, to give effect, however, to this method of depicting every village would require the undivided attention of a well-qualified persevering engineer officer. The maps made by the untutored ameens or canoongoes are of too rude a description to exhibit more than four or five adjacent spots in any one village.

Every tenure is regularly registered in a paper called the bheean, which exhibits the gross quantity of land and jumma, with the details of each description, and the name of the ryot and his registered number.

Question 16.—Is any statement formed showing at one view the different fields, which may be situated in different parts of the village, owned or cultivated by the same individual?

Answer.—The awurjee exhibits every spot held by each separate individual and the total amount of his tenure.

Question 17.—What period of time will probably elapse before

Answer.—The infinite minuteness of detail required by the orders

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the settlement, under Regulation VII of 1822, of the district can be completed; and do any means occur for expediting its progress?

of Government of the 21st April 1829 to be recorded in the forms Nos. 1, 2, 3, and 4 for every estate, and the settlement roobokarees and Statement A for every village in that estate combining a multitude of statistical tables not in any way tending to aid the ryotwar settlement, render the prospect of completing a settlement of this district quite hopeless. The number of estates is 1,497, and of villages does not fall short of 10,000, and the preparation of the papers which are indispensable to be furnished for every village, viz. bhowreea, awurjee, bheean, pultas, and kubooleuts, could not by the most expert mohurrir be accomplished in less than from 15 to 20 days.

In regard to expediting the progress of settlement-making, I would suggest the following mode. A measurement of every village according to the present mofussil mode cannot in any way be dispensed with consistently with the hope of affording to the Government authorities the means of protecting the ryot from exactions or of deciding boundary disputes. The mofussil rates are now so confused and arbitrary as to be of no use for reference; these ought next to be simplified, and the lands classed with three, or at the outside four, rates of assessment. The village community should be summoned and asked if they jointly agree to these rates; and, if so, they should then be required, through the agency of four or five of their most respectable leading ryots, to sign a paper exhibiting the gross land under each class and the gross jumma for each description of land; this effected, and the boundaries of the village being well defined, the numerous minute details of preparing the pottahs and registers can be afterwards carried on, and the latter as soon as possible deposited

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by the roojoonuvees of the zemindar conjointly with the canoongoe in the Collector's office, each retaining a copy for his own office.

The enquiry into lakheraj tenures must be a subsequent occupation.

If a competent surveyor could be attached to the office, whose duty it should be merely to lay down the outer boundaries and gross contents of each village, the Collector could proceed with more confidence as to the accuracy of the mofussil native measurements, and much time would thus be saved, and at the same time very superior maps of all the settled tracts of the district procured, calculated to aid in hereafter deciding all suits of boundary or dispossession. The present constitution of this office is not however, I conceive, calculated to expedite the progress of settlement, as the district is now divided into there separate jurisdictions, with three sets of native establishments, each of the European authorities (the Collector, Deputy Collector, and Senior Assistant) having their attention distracted from settlement-making by having the superintendence of the numerous details of every department of a revenue office, not admitting of their respectively aiding each other. I would venture to propose that this system be altered, and the whole of the native establishment be again thrown into one; that whenever any one of the European functionaries is employed in settlement-making, his sole attention be directed to that occupation, the next in seniority taking charge of the sudder office, the treasury, and every detail of current business throughout the district with the exception of the estate or estates in which the revision of settlement is going on. In this way strenuous exertions may be made and three or more revenue officers can be employed in

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different directions. I cannot venture to estimate that even by this arrangement the entire settlement of the district could be effected under eight or ten years: the greatest source of delay is the correct preparation of the bhowreea (native field-book), and without it no ryotwar settlement can be effectual.

Question 18.—With reference to the length of time that must elapse before the detailed settlement can be completed, what would be the advantages and disadvantages attendant on an intermediate summary settlement for a long period of from 15 to 20 years?

Question 19.—Are you of opinion that the proprietors of estates generally will enter voluntarily into engagements for such periods, either at the present jumma, when no increase of revenue can be fairly demanded, or at an enhanced jumma adequate to the value of the protracted lease, when the existing rents yield the proprietors a much larger income than 20 per cent. on the Government revenue?

Answer.—Extending the approaching settlement to be made in 1240 Umlee for a long period without a mofussil re-settlement, I do not conceive advisable, with reference to the interests either of Government or the occupants; and certainly it would be incurring a great risk of injuring the cultivating classes to ask from any sudder malgoozar, without previously ascertaining his mofussil assets, any increase of sudder jumma, as it opens to him a door for unrestricted exactions from the ryots on plea of reimbursing him for such increase of revenue; moreover, the Collector would be much at a loss to select the estates on which to expect an offer of increase. I would recommend, with reference to the approaching expiry of the quadrennial settlement entered into in 1236 Umlee, which will occur on the 1st Assin ensuing or September 1832, that the present rates of settlement be continued in force for another year, and that all present occupants who do not, by petition to the Collector presented one month from the date of a proclamation to be issued to this effect under clause 6, section 2, Regulation VII of 1822, recuse, shall be considered to have agreed to the current assessment to facilitate the arrangement for managing the estates of recusants. I would propose that the 15th March be the latest period for receiving such petitions, and with reference to all proprietors having executed kubooleuts for the last quadrennial settlement, I would dispense with their being

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required to repeat this. If the foregoing suggestion be approved, it will afford ample time to ascertain the rate at which revisions of settlement can be expected to proceed, and the subsequent settlement of the district can either be extended from year to year by subsequent proclamations, or a triennial or quadrennial settlement be entered into under a regulation to be passed to this effect.

Question 20.—In case summary settlement of the nature here contemplated should be formed, would any precautions or rules not now to be found in the regulations be requisite, in your opinion, for the protection of individual rights in putteedaree estates or for the security of ryots in zemindaree estates?

Question 21.—If you are of that opinion, what specific measures would you recommend for the attainment of these objects?

Answer.—Having stated above that I do not conceive it advisable to enter into an extended period of settlement, or to expect an enhanced revenue without previous mofussil enquiry, I do not consider that any legislative enactment is required. If, however, the Government should conceive the settlement should be summarily extended, with increased demands where ascertained to be advisable, I would suggest that this duty be entrusted to an officer totally unencumbered with other duties, pending these arrangements, as it would not admit of delay.

2. Having now replied to the several queries, I must apologize for not having furnished this report at an earlier period; a multiplicity of business of a current nature connected with the two divisions of the district, in the absence of the Deputy Collector and senior assistant, has devolved on me, and my second assistant being at present occupied in charge of the Magistrate's office, I am alone left to conduct the whole of the revenue and salt duties of the district.

3. Extracts of such parts of this report as refer to the approaching expiration of the quadrennial settlement, and the suggestion regarding the reorganization of the three revenue establishments, shall be forwarded to you, to be separately considered, if necessary, by His Honor the Vice-President in Council.

Dated Balasore, the 20th October 1831.

From—H. Ricketts, Esq. Collector of Balasore,

To—G. Stockwell, Esq., Commissioner of Revenue for the 19th Division, Cuttack.

I have the honor of submitting answers to the twenty-one questions received with your letter of the 14th ultimo.

You are fully aware how entirely my time is occupied, that in my official duties I am obliged to regard expedition as the first object, otherwise half my work would remain undone.

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I fear too much of it, if looked into with the eye of strict criticism, would show as sure signs of hurry as you will find in the accompanying paper; but I have a double excuse here, for besides having no leisure to devote to its preparation, the time in which to furnish answers was limited.

I wished to take the opportunity afforded of describing the effects of the law of inheritance with respect to zemindaries or sudder mehals, and proposing a limitation to the sub-division of land, but I found doing so would considerably lengthen what is already too long.

Opinions having been asked, I make no apology for having ventured those I have given, and the assurances of diffidence will not be found in my replies; it is with all submission and a full knowledge in how many respects they are empty and unsatisfactory I submit them.

Of course, I am ignorant of the object in seeking information of the nature called for; but if legislation be contemplated, I hope you will take advantage of your situation to impress on the Board and Government how different is the state of things here and in the western provinces, the state of which, and not Cuttack, evidently was under consideration when these questions were framed. Revenue laws embracing detail cannot possibly be beneficial for, and applicable to, the state of both, any more than for Dacca and the Deccan.

Answers to Questions.

Answer to Question 1st.—2. I shall reverse the order of the three interrogatories contained in the first question, giving first the denominations of the different grades of occupants; secondly, the nature of the tenures; thirdly, the connexion existing between the several classes.

3. The agricultural community consists of—1st, zemindars or proprietors paying revenue direct into the Collector's treasury; 2nd, moquddums; 3rd, suberakars; 4th, karjees or putwarees; 5th, kurreedadars; 6th, thanee ryots; 7th, pahee ryots; 8th, tenants-at-will.

4. First, of zemindars. By a proclamation dated Cuttack, September 14th 1804, subsequently embodied in Regulation XII of 1805, it was declared that a settlement of the land revenue would be made with the zemindars or other actual proprietors of the soil;* that small talooks only nominally included in zemindaries, and villages the revenue of which had been for upwards of five years paid direct to Government by the hereditary moquddums, should be considered as separate estates, and the settlement made direct with the proprietors of such small talooks and villages;† and that at the end of 1222 a permanent settlement should be made with the proprietors thus admitted to engage, provided they conducted themselves to the satisfaction of Government, and no others in the meantime came forward with superior claims.‡ The proclamation further says that for such lands as are without proprietors, or the proprietors of which *decline* entering into engagements, a village settlement shall be made, and a preference given to the hereditary moquddums of the villages to which such lands belong.

* Clause 2 of the proclamation.

† Clause 9 of the proclamation.

‡ Clause 6 of the proclamation.

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5. The persons admitted to engage were by this proclamation, whatever they may previously have been, constituted proprietors of the lands contained in the estates and villages the revenues of which they engaged to pay: to my comprehension it admits of no other construction. No mention is to be found in the proclamation, or in the regulation, part of which it became, of any intention on the part of Government to retain a proprietary interest, or to confer it on any other class. If they are not to be considered as the actual proprietors of the soil, who are the actual proprietors with whom the proclamation declared the settlement should be made, and with whom it was made? Who are the "*acknowledged proprietors* of land" with whom in 1816 engagements were concluded? If the soil contained in the zemindaries is not the property of those who engaged, what meaning can be attached to that part of the proclamation which says "for lands *without proprietors* a village settlement shall be made?"

6. Unless I entirely misunderstand the meaning and intent of the proclamation of 1805, proprietary right was vested in those who were admitted to engage direct with Government for the revenue of the estates or villages of which they held possession under the Mahratta sway. The whole of the Bengal revenue regulations having been extended to Cuttack by section 36, Regulation XII of 1805, the zemindaree tenures then created became similiar to the superior tenures of Bengal, and the authority of the zemindars over their under-tenants restricted as in that province; they were vested with all the privileges and authority of proprietors, subject only to the limitation to be found in the Bengal protecting regulations.

7. The sudder jumma of the estates acknowledged as sudder mehals in 1805, varied from Rs. 18,158 to one rupee, and the same rules became applicable to all. It will not be disputed, I imagine, that the proprietor of a patch of land paying a sudder jumma of Rs. 5, acknowledged as a sudder mehal, the whole of which land the said proprietor tilled with his own hands, was to all intents and purposes vested with the right of ownership in his zemindaree. What difference was made or now exists between the rights granted to such a malgoozar and the proprietor of an estate paying a jumma of Rs. 20,000, excepting that the more extensive estate containing classes of under-tenants not found in the smaller, it was considered just and proper to limit the authority of the superior holder with respect to such under-holders, and to maintain them in the rights and privileges they possessed.

8. To whatever party or class the ownership of the soil may have belonged under the Mahrattas, if not granted to the sudder malgoozars it certainly has not by the British Government been adjudged to any other class, and I cannot understand on what principle it is that another class is now sought for on whom to confer the boon.* The interests and comfort of all classes of under-holders and ryots may be preserved equal to, and indeed beyond, what they ever have been, without bestowing on either rights inconsistent with the zemindar's ownership. I do not see that the maintenance of the proprietary right of the sudder malgoozars and

* The Sudder Board of Revenue a few weeks ago, in answer to a letter of mine on the subject of compensation to a *zemindar* for land taken to build a bridge, desired me to report what steps had been taken to reimburse the *proprietor*, meaning, I suppose, the *cultivator*.

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the protection of the interests of the under-holders are by any means incompatible, or even difficult of arrangement, certainly not the less so from decreasing the privileges of the latter and increasing those of the former.

9. The zemindaree tenure in its relation to Government is simple enough; it is held on the payment of the revenue assessed, default subjecting the tenure to sale, or such other more lenient measures* as the Collector, with the sanction of the Board of Revenue, may see fit to adopt; but the zemindaree tenure in relation to the under-holders was at first undefined, and unfortunately is so still. The regulations from time to time enacted, have not tended to elucidate the nature of the tenure, while the decisions of the civil courts and Collectors have been guided, in cases directly and indirectly embracing the question of zemindaree privilege, by what appeared to the presiding officer proper in each individual case, without regard to principle, political economy, precedent, or policy; and a party may go into court now on a question of privilege, as uncertain as ever of the result of his suit: there is no legislative enactment to guide, and quotations of precedent in his favour may be met by as many against him.

* See Regulation X, 1818.

10. Suits still continue to be instituted for the separation of tenures held under zemindars ever since the conquest. The provisions of section 14, Regulation I of 1801, never have been extended to this province, and although it was declared in the proclamation of 1805 that in 1816 a permanant settlement would be concluded with those then acknowledged as zemindars, unless others had in the meantime proved a superior right, suits are still admitted to contest a superior or rather an equal right, and decrees for separation are obtained. This alone is sufficient to render a zemindaree tenure most indefinite and insecure property; there is no saying what under-tenants do not possess dormant rights of separation, not the less valid, according to the existing doctrine, from having been allowed to remain dormant and unclaimed for 26 years.

11. There is not a doubt but that many proprietors whose right to engage direct with Government was unquestionable, voluntarily enrolled themselves as holders under neighbouring zemindars for the purpose of avoiding the expense of peadas deputed by the officers of Government, and other annoyances incident to the situation of a sudder malgoozar. If those who thus voluntarily surrendered their rights for what they then considered a suitable consideration, are to be allowed after the lapse of any number of years to claim the restitution of such rights, zemindaree tenures must continue to be insecure. It is possible that an auction purchaser at a large price may find he has purchased only the advantage of playing the part of defendant to under-holders about to prosecute for separation—that the property for which a large price has been paid, only by their sufferance exists.

12. The occurrence of such a case as that supposed I admit to be improbable, but it is not impossible, for not a year passes that several suits for separation or admission to a participation in the superior zemindaree privileges are not instituted in the Cuttack Civil Court, and I am of opinion that the immediate enactment for this province of a rule similar

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to that contained in section 14, Regulation I of 1801, would be most advantageous, prescribing a period after which no claim to separation or advancement to zemindaree privileges on the part of an under-holder should be admitted. To separate those entitled to separation, and record the privileges to be enjoyed by those who continue under-tenants, is, I am aware, part of the business of settlement-making; but if everything is to remain in confusion and undefined till adjusted by a detailed settlement, confusion will, I believe, exist for ever, or at any rate for such a lengthened period that to defer anything that ought to be done till then appears to me prejudicial to the real interests of all classes.

13. Supposing adjustment by a detailed settlement effected, the decision of the revenue authorities is not binding on the civil courts, except in the few cases in which interference is prohibited by the rules of Regulation VII of 1822; and were the decisions of the revenue authorities made final, I do not think the existing uncertainty and want of uniformity of practice would be remedied without the assistance of legislative enactments for general guidance. A revenue officer seldom continues for any number of years in one situation; officers holding opinions diametrically opposite succeed each other in the controlling offices as well as in the lower grades, and without some general rules to guide all, inconsistency and confusion must prevail.

14. But to return from this digression. In section 4, Regulation VII of 1822, it is declared that the admission of particular parties to engage for the payment of the public revenue was not intended to vest sudder malgoozars with any rights not previously possessed by them. Nevertheless rights not previously possessed by them were granted to the proprietors, and necessarily so, or they could not have sustained themselves for a year under the system introduced for the realization of the revenue due by them to Government. The restrictions which were imposed on the zemindars have been partly the cause of half of this province being sold by auction, and had *no* rights superior to those formerly possessed been granted, the whole province must have passed into other hands.

15. There may be persons holding interests "in the same subject-matter, of different kinds and degrees," but there cannot be two parties holding interests of the *same* nature and extent in one estate or village; one interest must be, and be held to be, superior to the other. The zemindars ought to be upheld in the rights of proprietors, at any rate until a superior or equal interest has been proved to exist; and the under-tenants, so long as they continue in that grade, should not be allowed rights or privileges inconsistent with the maintenance of the superior degree of ownership under which they hold. But how is the case? In some instances it has been ruled that the sudder malgoozars are merely the channel through which the revenue is paid; that they alone, though the "acknowledged proprietors," are to derive no benefit from the extension and improvement of cultivation, and the limitation of the Government demand; in fact, that they are no more the proprietors of the estates of which they collect the revenue than I am proprietor of this district because the collection of the revenue thereof is vested in me.

16. On a dispute occurring between a sudder malgoozar and a village surberakar or moquddum regarding the quantum of rent to be paid

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annually by the latter to the former, the doctrine of some has been that the zemindar had no right to demand more than was paid when the last adjustment took place between the zemindar and Government eighteen years ago; in other words, that the zemindar possessed *no* interest in the improvement of his estate; that he should derive no benefit therefrom; that *all* the benefits to be derived from extension and improvement of cultivation were vested in the village surberakar—the under-tenant—why? merely because he was *not* sudder malgoozar; *not* having been admitted to the privilege of engaging direct with Government, has, without any other proof, been considered sufficient evidence of a *superior* right to the soil and the advantages of its improvement to that possessed by the superior holder.

17. Besides the advantages above-mentioned, village zemindars and surberakars claiming no right of separation and acknowledging the inferiority of their tenure, have been allowed privileges entirely inconsistent with, and subversive of, the superior tenures; but their privileges will with more propriety be mentioned when I speak of under-tenants.

18 As far as my experience has taught me, I should say that under the Mahratta Government there was no class to whom a proprietary right in the soil can be said to have been allowed. The State owned the land, while the canoongoes sudder, the canoongoes willaity, the chowdries, moquddums, and other malgoozars exercised such rights within their respective limits as they chose to assume to themselves without question. so long as the demands made upon them were liquidated, the consequences of non-liquidation being oppression, attachment, and ousting. The numerous alienations made by all the classes above-mentioned is generally considered good proof of ownership, but I have never met with anything like an acknowledgment of such a privilege by the Mahratta authorities, and the confirmation of grants which was sought for from the local authorities shows clearly that without such confirmation the alienations were not considered secure or valid.

19. The more direct and immediate connexion of the village zemindars with the soil is calculated to induce the supposition of a superior right of ownership thereto, and I believe it to be that alone which has given rise to and supported the belief of their rights having been superior to that of those selected as sudder malgoozars, whose ostensible connexion with the soil was never remote.

20. Two interrogatories of the first query and nineteen other questions remaining to be answered, I must here close my remarks regarding the zemindaree tenure. I think I have said enough to show that it is a most uncertain, insecure, and undefined property, in some cases existing only from the under-holders not preferring their dormant but still existing right of separation, and in others deprived of every privilege and interest which can be considered as constituting ownership and proprietary right in the soil.

Moquddums.

21. The moquddums who, under the 9th clause of the proclamation of 1805, were admitted to engage direct with Government for their villages, have since been styled, in common with other sudder malgoozars, "zemindars."

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Those who did not possess the right of separation under that clause, or who, possessing it, did not then prefer, and have not since established, their claim, retain the appellation of "moquddums;" indeed, it is usual now for every underholder of every description, on any dispute occurring with a zemindar, immediately to assume the appellation of "mowrosee moquddum:" by so doing he cannot possibly lose any privilege possessed, and in the uncertainty of litigation he may procure a judgment conferring greater privileges than he ever enjoyed. It is a good game; he may gain, but cannot lose.

22. In describing the situation and claims of moquddums and other under-holders, I must often repeat what I have before said on the subject; but were I to content myself with referring to those letters, I should, if what I say is to meet with any attention, cause you and others trouble which will be saved by the repetition.

23. The rights claimed by a moquddum as constituing a moquddumee are, 1*stly*, an hereditary right of possession; 2*ndly*, proprietary right to the soil; 3*rdly*, to pay an annual fixed jumma, liable to increase only on an increase being demanded from the superior holder through whom he pays; 4*thly*, all advantages derivable from improved or extended cultivation; 5*thly*, right of succession and inheritance according to the Hindoo law; and 6*thly*, the right of disposing of his tenure by sale, gift, or otherwise.

24. All these privileges have in some cases been allowed, though no claim to separation and independence was set up. With the exception of the 1st and 6th, they all, particularly the 5th, appear to me inconsistent with the situation of an under-tenant, and I would withhold them from all unable to prove a right of separation and independence, as rights not proved, as subversive of the superior tenure, and leading to unravelable intricacy of interest, and to ruinous and endless litigation.

25. The 1st claim—hereditary right of possession—so long as prescription is allowed to be proof of right, cannot, generally speaking, be denied, for many moquddums are to be found who for five or six generations have retained possession of their moquddumees, though they may have been temporarily ousted under the Mahratta rule; but this right of possession can only be upheld so long as the dues of the superior holders are punctually discharged. The provisions of section 18, Regulation VIII of 1819, must be held to apply to moquddums, as well as to under-tenants holding only on a lease from the zemindar, or the latter will be deprived of the means of realizing his dues to the State. Under the rule quoted, *permanent* dispossession of a defaulting under-tenant may be claimed by a zemindar; but I would not allow such an interpretation to be put upon that law; on liquidation of all balances due, I would restore the moquddum to possession.

26. The 2nd, 3rd, and 4th claims are inseparable from each other—indeed are very near the same—for a fixed jumma embraces the benefits of improvement and extension of cultivation, and those benefits constitute the chief advantages to be derived from proprietary right. I would not allow them to any class not under direct engagements with the State. At the conquest it was deemed desirable to select a class to engage for the payment of the land revenue. Those now denominated zemindars were chosen; they were then and have ever since

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been styled proprietors of the soil (translated into the Persian regulations, malikan zemeen). A superior right to the soil has not, in my opinion, been proved to have belonged to the moquddums, or any other class; and if good faith does not, I contend that policy does demand, that in them alone a proprietary right to the soil should be confirmed. Not that I am an advocate for delivering all ryots and under-tenants, unprotected and disregarded, into the unchecked and undefined power of the zemindars: far from it; they have not a firmer friend than myself, or one who goes through more labor in striving to protect them in rights suited to their situation, and equal to any they ever have enjoyed.

27. In a country circumstanced as this part of the province of Cuttack is, any considerable improvements in cultivation are not to be expected; a sufficiency of the commonest food is all that the generality of the people desire; that can be procured by scratching the surface of the earth and sowing rice; thousands of beegahs still remain untouched, which without any outlay of capital might be made to produce food; as the population increases, which it does rapidly, the waste land is brought into cultivation; and until all that, which without any outlay can be cultivated, shall have been brought under the plough, and the means of existence begin to bear a smaller proportion to the number to be fed than is now the case, improvements in cultivation will in vain be looked for. It may truly be said of the inhabitants of this jurisdiction that they "prefer diet and scarcity of food with idleness, to cleanliness and plenty with hard labour;" and endeavours will not be made to increase the productive powers of the earth so long as with sun and rain alone a sufficiency is to be procured. It appears therefore useless to enter into the question of how the advantages of capital laid out in *improvements* should be divided between the superior and inferior holders; their respective interests in the *extension* of cultivation alone appear to require early attention.

28. Cultivation extends yearly, and, except under the doctrine that the zemindars are only subordinate collectors, I do not see on what other principle the moquddums and surberakars are to be permitted to derive *exclusive* advantage therefrom. That they should pay no increase on the land, which was under cultivation when the last adjustment was made between Government and the zemindars, I would allow, unless it could be shown that increased revenue was derived from such land in consequence of expenditure on the part of the zemindars; but I would in all cases allow the zemindar a share of the profits derived from land brought into cultivation since that period. I would do so on the principle that exclusive ownership on the part of moquddums and surberakars has never been proved; that where superior interests have *not* been proved, the ownership of the zemindar should be maintained, though regulated and limited in its reference to the existing inferior tenures; and also on the principle that it is policy to prevent the benefits of the limitation of the Government demand and increased production being divided amongst so many as to keep *all* in a state of poverty.

29. I have said I would not allow an increase to be demanded on lands under cultivation when the last adjustment was made between Government and the zemindar, and the zemindar and his under-tenants;

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but I am by no means an advocate for making an *irrevocable* concession of such a nature to *any* under-holders. For a lengthened period it might be done, but as compared with the present there is no saying to what extent the country may improve in the course of years; and such concessions might be found very inconvenient.

30. The 5th claim—a right of inheritance according to the Hindoo law—I would also disallow. That under the Mahratta rule a moquddumee or surberakaree descended to a single heir, to the exclusion of all others, we have the best proof in the debadehee or village list procured from the Mahratta officer, Gopal Pundit, in which one name only is entered for each village. Nevertheless these tenures have been looked upon as landed property, and shares have been adjudged to the several heirs both by Collectors of Cuttack and the civil courts. This I hold to be entirely a mistake; the origin of it is not difficult of discovery: a share in a moquddumee was sued for, and the case decided on the principle that has guided most decisions in suits for zemindaree shares, viz. that unless the party prosecuted could show cause why the zemindaree should *not* be divided, the Hindoo law of inheritance ought to be abided by. What was the nature of the tenure litigated; whether it was a thing capable of being divided; whether by division the interests of others not parties in the suit would be affected,—none of these questions were taken into consideration; and in many cases I have seen the proof adduced by both parties would have answered just as well had the subject-matter litigated been a share in a quantity of brass pots or other personals.

31. The Sudder Board in their letter to you of the 3rd December 1830 say, they "see no danger whatever to the interests of Government in any point of view from the recognition of subordinate tenures should the claims to such recognition be well founded," as if the claims being well founded or otherwise could by any means regulate the *effect* of their recognition on the interests of other parties. Whether the claims of moquddums and surberakars to inheritance according to Hindoo law be well founded or otherwise, must depend (if the question is to be decided with reference to right only, and not policy) on the interpretation put on Regulation XI of 1793 and the Hindoo law regarding the division of property; the *effect* of such recognition, if made, will not be altered or regulated by the decision come to on these points: it will not be rendered the less injurious by any interpretation that may be put on those laws.

32. In the same paragraph the Board remark they cannot understand on what grounds I entertain the idea that such tenures are divisible. Where and when have I given reason to suppose that I did entertain such an opinion? My object has been to prove the *contrary*, and to obtain an opinion favorable to my ideas of their indivisibility, from the Suddur Board, to warrant my acting in opposition to local precedents. The Sudder Board considered it unnecessary to come to any resolution on the subject, or even to make any further inquiries regarding it, though the question is one of vital importance, and is directly and indirectly continually decided on by Collectors and Judges in the province, who cannot postpone cases instituted before them till a settlement shall have been concluded under Regulation VII of 1822.

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33. I have more than once alluded to this subject,* but having met with no attention, I feel little inclination to intrude further observations; but each day's experience strengthens the opinion I have formed on the ruinous effects of the recognition of such a right, and however feeble my voice, it shall be raised against it.

* Paragraphs 5th, 6th, 7th, 11th, 12th of my letter of 14th January 1830; 7th, 8th, 10th of 5th October 1830; and my letters regarding the Noanund surberakars' possession.

34. Inheritance according to Hindoo law was not acknowledged as a privilege of surberakars and moquddums before the conquest; and since having as often been disallowed, it certainly is still open to adjustment. A recognition of such a privilege is, in my opinion, not only injurious to the interests of the State, but to those of the zemindars, the ryots, and the moquddums themselves. The vakeels of the civil courts and the mooktears of the Collectors' offices alone benefit; adjustment by legislative enactment is the ruin of those whose gains are in proportion to the number of subjects left open to judicial contest.

35. It cannot be conducive to the interests of Government that the growth of a system should be encouraged, the tendency of which is to keep the indigent poor, and to reduce the affluent to poverty.

36. A settlement is made with a zemindar for an estate which is assessed at a sudder jumma of Rs. 1,000, and contains four villages in the possession of moquddums or surberakars, paying each Rs. 310. The income of the zemindar after paying his revenue is Rs. 240 per annum—20 per cent. on the mofussil jumma. The income of each surberakar may be Rs. 31, or 10 per cent. In the next generation, supposing three sons to each, the income of each zemindar will be Rs. 80, and each surberakar Rs. 10-5-6⅓, per annum. It may be said that the enterprise of some individuals will prevent this division taking place. In countries where industry and enterprise are the leading features in the character of the inhabitants, such may possibly be the case; but industry and enterprise are as foreign to the inhabitants of this province, as opium-eating and noon-day sleep to the English husbandman.

37. There is no reason why zemindars and surberakars should not continue to increase for the next century, as they have done during the last 25 years; and putting theory out of the question, what does past experience say? In this district in 25 years the number of recorded proprietors has nearly doubled, notwithstanding the great check of auction sales. There are now 1,084 proprietors actually recorded for 680 estates, and the average jumma of each proprietor is but Rs. 259 per annum. In making detailed inquiries, I found 1,074 propriotors actually in possession of 157 estates, independent of 383 other persons entitled to share but out of possession; the average sudder jumma payable by each proprietor in possession being Rs. 29 and a fraction; the jumma which would be payable were all entitled to share in possession, Rs. 21-11-15-2. This is no rough guess; I have the names and the genealogy of every individual, and I have seen and conversed with nearly the whole of them. Again, from detailed inquiry I found 259 *surberakars* actually in possession of 53 villages comprising one estate, and 162 persons equally entitled to share but out of possession; the average jumma paid by the 259

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surberakars in possession being Rs. 29 per annum; and supposing them to enjoy 50 per cent., each has an income of Rs. 14-8 per annum.

38. Is there no danger, in any point of view, to the interests of Government in recognizing a system the direct tendency of which is to again sub-divide property already so sub-divided that the owners are paupers? Is it considered by the Sudder Board a desirable object to reduce *all* to the situation of those zemindars and surberakars whose substance I have above described?

39. The agricultural community, instead of becoming richer, are becoming poorer; the effects of a short crop are felt as severely as when one-half of the land now cultivated was waste; and there is as much difficulty in realizing the revenue as there was twenty years ago. This is the case generally speaking: there are exceptions. Some of the auction purchasers are becoming, comparatively speaking, wealthy, and their revenue is punctually paid.

40. The recognition of such a right of inheritance is injurious to the zemindars, by introducing numerous useless under-tenants, the difficulty of realizing rent from whom increases with their number and their reduced means. As those who are ignorant, extravagant, or dissipated, are as much entitled to share as those qualified by education and character for the situation of a putwaree, a zemindar can have no choice in the selection of persons to whom the collection of rent, on which his property depends, is to be entrusted; his expenses in recovering arrears are increase dby his having to prosecute a plurality of persons, and his chance of speedy and ultimate recovery lessened, inasmuch as it is more difficult to recover Rs. 10 from each of ten paupers, than Rs. 100 from one man of substance.

41. The ryots suffer from such recognition, as every increase in the number of middlemen must be prejudicial to their interests. The moquddums, when there is a plurality, scarcely ever for any length of time continue to agree; and immediately on a dispute arising, each individual moquddum endeavours to be foremost in making collections. It was usual to allow each sharer to sue for his share; so that an unfortunate defaulting ryot was prosecuted in three or four separate suits for the arrear of one kist or year! This I have put a stop to by refusing to admit a suit for a *share* in a ryot's rent, admitting only suits instituted by all the sharers jointly, or by a common agent. But this arrangement has its inconveniences; the moquddums complain they have no common agent, and cannot agree to sue together, consequently each contents himself by extorting what he can from the ryots in the mofussil.

42. Such a system of inheritance is injurious to the moquddums themselves, inasmuch as by dividing property already small it reduces all to a situation scarcely removed from actual want, it deprives all of the means of promoting any improvement in their villages, and it is the origin amongst them of ruinous and endless litigation—of ill-will, broils, and bloodshed.

43. The 6th claim has few objections; it has been practised as far back as we can trace, and must, generally speaking, be admitted

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44. There is a great variety in the privileges enjoyed and claimed by persons calling themselves "surberakars." Some possess all the privileges enjoyed by moquddums, and claim all they can. Some have paid for many years the same jumma; the jumma of some has been increased at several different periods; the jumma of some is liable to annual adjustment. Some possess without pottahs, some with; some hold service lands, and are entitled to a percentage on the collections; some have only the latter, some only the former; some possess an hereditary right of possession, some only hold possession at the will of the zemindar; some have been allowed to divide their tenures according to the Hindoo law, to some this privilege has been denied; some perform themselves all the duties of putwarees, in some places a putwaree is found under the surberakars; some surberakars are in comfortable circumstances, many are paupers; some are respectable, many are thieves.

Surberakars.

45. What I have said regarding moquddums applies also to surberakars. In fact, although formerly different privileges may have attached to, and been exercised by, the two classes, now the name alone is no guide; for many moquddums exercise no rights superior to those of surberakars, and some surberakars have been allowed to exercise privileges formerly supposed to attach only to moquddums. It becomes necessary, therefore, that the appellation should be determined according to the privileges enjoyed or allowed, instead of the appellation being looked to as proof of privilege.

46. These terms are synonymous. But few putwarees of the nature contemplated in Regulation XII of 1817 are to be found in this part of Cuttack. The villages are mostly held hustbood by the zemindars themselves, or managed by moquddums or surberakars possessed of or claiming rights superior to a putwaree's, or held by ijaradars or farmers. The register of putwarees contains the names of every class of middlemen, aud on a late occasion, when revising the list of putwarees, so many objections were started on all sides as to the appellation to be adapted, that I had all enrolled under the name of "woosool tuksul kunideh," or one who makes collections.

Putwarees or Karjees.

47. These are persons holding spots of land varying considerably in extent, at a mokurreree jumma, under deeds of sale from talookdars. Some *sudder* talooks are composed of many spots of land situated in different villages and pergunnahs, purchased from talookdars and zemindars, and enrolled as separate and distinct estates; but the khureedadars, mention of whom is made here, hold their lands at a fixed jumma under the zemindar, part of whose talook their lands still form, and through whom their revenue is paid. Many of these shikmee khereedghee tenures are of very ancient date, and doubtless entitled to separation from the talook.

Khureedadars.

48. For the most part the khereedghee lands were waste—"burjar kharij jumma"—when sold; but cultivated lands have been sold in this way, and since the conquest, chiefly for gardens, groves, and such like purposes.

49. The deeds under which the khureedadars hold are some of the nature of perpetual leases granted on a price being paid for the

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same, which are liable to be held illegal, as coming within the prohibition contained in Regulation XIV of 1812; some are of the nature described in section 8, Regulation XLIV of 1793; and some convey tenures similar to dependent talooks, which, with respect to the fixing of the jumma, are illegal alienations: but these tenures vary so much, almost every deed being worded differently, that to give a description of all would occupy more space than I can devote to the subject here.

Thanee ryots.

50. Thanee ryots are cultivators of the soil, residing in the village the land of which they till. It may be said of them, as it was of the peasants in Egypt, that they are the actual proprietors of the soil, for their possession has been respected, and in the midst of all the revolutions and commotions their privileges have not been infringed. If the respect in which their possession has been held is to be considered proof of proprietary right, proof is not wanting, for there are many thanee royts who have inhabited the same spot and tilled the same ground for many successive generations; but I much doubt whether they owe their uninterrupted possession to any respect in which their rights were held by the Mahrattas; they were too poor to attract attention, and their dispossession would have benefited no party, but considerably decreased the resources of the country.

51. For that portion of the land they hold, called thanee, a rate considerably higher than that paid for other land is demanded; but as a set-off against that, the thanee ryots hold their khanabaree rent-free. A thanee ryot seldom holds above two or three beegahs, for which he pays at the thanee rate; he holds a further, and generally a larger, quantity thanee paee, for which, though the land may not be less productive, he pays at a lower rate than for his thanee land. He often holds other land for which he pays at the paee rates, and sometimes a small quantity for which he pays in kind. As a general rule the rates of the thanee and thanee paee lands do not vary. If a thanee ryot allows his thanee or thanee paee land to remain uncultivated, he is nevertheless answerable for the rent. This is not the case with respect to other lands he may have tilled. Thanee ryots are much sought after, for in their absence the "dehee" land remains waste, which on their establishment in fact produces revenue, through indirectly, being paid for by the demand of thanee rates on a certain quantity of ploughed land. It being so much the interest of zemindars and surberakars, in order to induce ryots to settle and become thanee, to treat them kindly, affords the strongest, indeed the only sure, protection against oppression.

Paee ryots.

52. Paee ryots are those tilling land in villages in which they do not reside. The rates paid by them are, as before mentioned, lower than the thanee rates. Paee ryots are to be found who for a very lengthened period have tilled the same land paee at one unvarying jumma. But no length of possession is considered to give a right, and should any person propose to settle in the village and take as thanee the land held paee, the paee ryot must give way.

Tenant-at-will.

53. The designation leaves nothing to say. They have no rights or interest extending beyond the year in which they till.

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54. An interchange of pottahs and kubooleuts is very rare with any class of ryots, and the mode pursued in adjusting their rents is such as to leave them entirely at the mercy of the zemindar; but self-interest prevents undue exactions, at any rate from the superior class of ryots. There are doubtless some few proprietors too blind to their own real interests to refrain from endeavours to exact increased rent, and a kudemee ryot will undergo many privations and much ill-usage before he will quit the khaneh which his forefathers dwelt in, and the land which his fathers have tilled, though sure of a welcome reception from a neighbouring zemindar, and of terms probably more advantageous than those he enjoyed in his kudemee tenure. Under the system pursued, any protection the courts can afford against exaction must be ineffectual; the check against any oppression which is now afforded by the difficulty in procuring ryots, will last only so long as good land shall remain uncultivated from want of people to till it. With increase in the number of ryots and decrease in the quantity of waste land, it will be removed; checks must then be afforded by legislation, and without any alteration in the system legislation will not avail.

Ryots in general.

55. The system according to which the sum to be paid by each ryot is adjusted, is as follows. In the month of Jeyt or Assar, that is to say six months after the crops have been reaped, the bheean and jumma-wasil-bakee are prepared. The zemindar in person, where there is no intermediate tenant, or his gomastah or putwaree—in moquddumee villages the mukuddum—and in surberakaree the surberakar—taking with him the papers of the past year, summons the ryots; each is questioned as to the quantity of land he cultivated in the past season; if the answer be that he tilled the same as in former years, and there is no reason for supposing he tilled more, that quantity is entered. If it be supposed that a ryot tilled more than he acknowledges, the degwar and other ryots are appealed to; if they confirm the larger quantity, that is entered in the bheean. If a ryot acknowledges having tilled particular fields, but denies their containing the quantity of land estimated, or if he denies altogether having cultivated, the extent is ascertained by measurement. The rates demanded for thanee and thanee paee land are regulated by the bheeans of former years. This is the prevailing rule, but all are not guided by it, for all are not honest and considerate, nor are all wise enough to see by what conduct their interests will be best consulted. The rent demanded for paee land and land newly broken up is regulated by the rate generally paid for such land, the extent of the beegah, and the crop it is capable of producing. The total demandable being thus determined, the ryot is questioned as to the amount discharged, and his receipts for the same examined; and on any balance appearing, it must be paid, or an ikrarnamah written, by an early date.

56. If a ryot, be he thanee, paee, or tenant-at-will, persists in refusing to pay the sum demanded, either on the plea that he did not cultivate, or that the rates demanded are too high, a summary suit for the arrear is instituted under Regulation VII of 1799; and of all my duties the most unsatisfactory and harrassing is the trial of these suits.

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57. A zemindar or surberakar sues for arrear, representing that his ryot, A. B., cultivated two beegahs thanee, for which he should pay Rs. 6; three beegahs paee, for which he should pay Rs. 6; and two beegahs of new land, for which a fair jumma is Rs. 2; that he has paid nothing. The ryot acknowledges having tilled the thanee and thanee paee lands, but pleads that the rates should be Rs. 2-8 for the former and Re. 1-8 for the latter, and denies altogether having cultivated two beegahs of new land. The zemindar, in proof of his claim, produces his bheean, prepared by his gomastah six months after the removal of the crops, and the correctness of which has never been acknowledged by the ryot. Neither party can produce a pottah or a kubooleut, and a decision can be passed only after the examination of a mass of former papers, the correctness of which may be doubtful, and the examination of witnesses *all* interested on one side or the other, and whose depositions are, generally speaking, so contradictory that it is impossible to elicit the truth, and two days are often passed in fruitless attempts to find some grounds for levying or refusing to levy the sum litigated, amounting to Rs. 4.

58. In many villages and zemindarees a suit for arrears is seldom or never heard of; but that speaks only in favour of the moderation and honesty of the superior, or the patience and long suffering of the ryots; it says nothing in favor of the system.

59. The completion of a settlement under Regulation VII of 1822 would bring a remedy for these evils, at any rate as far as the thanee and thanee paee lands are concerned; but is it wise to defer any attempt to impose the existing system till the undertaking, still scarcely commenced, shall be completed?

60. Although a positive injunction to zemindars to grant pottahs and receive kubooleuts, and the rejection of any suit for arrears not based on a written agreement, might be productive of some inconveniences, I think the good would so much predominate that the measure is a most desirable one.

61. The advantage of the promulgation of such a rule would be the immediate abolition of the system detailed in paragraph 55. Uncertainty would give place to certainty, for the settlement with the ryots would be made before, not after the harvest. The only disadvantage that immediately occurs to me as likely to result from such a measure is, that some zemindars on granting pottahs would probably demand an increased rate, the ryot having no remedy but to agree to the terms offered, give up his land, or prosecute; and suits of this nature might at first be so numerous as to render the early decision of *all* impracticable. This would be injurious, but it is fair to conclude that all those who have hitherto been reasonable in their demands would grant pottahs at the current rates—that increase would be demanded by those only who have been in the habit of endeavouring to impose. The situation of the ryots therefore, if at first not better, would not be worse; they would have to litigate the rates of a pottah offered at the beginning of the year, instead of contesting an increase demanded by means of an unjust bheean, at the end.

62. It certainly would be most desirable that kubooleuts should be received for all thanee and thanee paee lands at the rates now

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current; but even should a small increase be generally demanded, I am of opinion the ryots would in the end benefit considerably by an interchange of pottahs and kubooleuts being *now* insisted on. It would be impossible for the zemindars at any future period to raise the rates, provided the pottahs were drawn up in a comprehensive manner, particularizing all the different sorts of land, the situation, and the length of the pudka or measuring rod with which the land was measured; for on this depends the extent of the beegah, which is here liable to variation from 14,500 to upwards of 40,000 square feet. Every ryot would then possess proof of the rates, whereas that information is now only to be acquired by inspection of papers prepared by the zemindars themselves or their agents. Again, the rates at present are necessarily low, the cultivation of the country being, generally speaking, in a backward, unimproved state, and much good land still remaining waste. As population increases and land becomes more scarce, the value of that now in the possession of the thanee ryots must rise, and the benefit of that rise will be secured to them till such time as it may be considered just and advisable to allow a general rise in the rates; and I never would lose sight of the possibility of that time soon arriving, although it may now appear very distant; in other words, I would not on any consideration allow the whole benefit to be derived from improvement and advancement to remain with the ryots; it would be granting them a privilege to which they have no claim; and to divide amongst a class so numerous the wealth derivable from agriculture, would be to pass sentence of eternal poverty on the whole agricultural community.

63. Should an issue of pottahs be insisted on, every exertion would be made by me to prevent increased or exorbitant rates being demanded. But in speaking of the measure I have mentioned the possible disadvantages of it without any reference to the check to increased rates which I could afford, feeling assured that it could not be so effectual as to prevent in *all cases* undue exaction.

64. With reference to the last interrogatory of the 1st query—"how are the individuals forming the constitution of a village connected with each other?"—if the connexion of the different agricultural classes with each other be intended, that may be gathered from what I have said; if a relation of the internal economy of a village, particularizing the authority, privilege, &c., of the headman, barber, washerman, &c., be desired, I regret to say I have not had sufficient intercourse with the people to furnish it.

65. *Answer to Question No.* 2.—I cannot answer this question—indeed, I am doubtful if I understand it; but whether on account of the laws of caste, &c., as observed in each village, or the rules regarding the employment and remuneration of handicraftsmen be intended, I am equally unable to furnish the information desired.

66. *Answer to Question No.* 3.—All I can say in answer to this question will be found in answer to Question 5.

67. *Answer to Question No.* 4.—For "village" I shall read "estate," as defined in clause 2, section 1, Regulation XLVIII of 1793, and section 13, Regulation VIII of 1800. When there are several proprietors of an estate, each person being acknowledged by the rest as entitled to a share, and not only to "khorah poshah," as a suitable maintenance

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is termed, such sharers, when the estate is an extensive one, generally divide the net surplus profits in fractional parts of a rupee, according to their shares as regulated by the Hindoo law of inheritance. If a partner hold villages or lands nijjote, or in his immediate possession, the proceeds of such lands or villages are deducted from the share of net profits on the whole estate to which such sharer is entitled; should all the sharers hold nijjote lands, sometimes the net profits exclusive of all lands so held, are divided, each sharer realizing what he can from his nijjote lands.

68. In small estates comprising a single village or a few small villages, the proprietary interests are not regulated by any definable general principle; the system differs in nearly every village. It is common for proprietors, besides dividing any surplus profits, to hold nijjote lands rent-free, the quantity in possession of each person often varying considerably, and without any regard to legal extent of interest; should there be sufficient realized from the ryots to meet all demands, the sharers hold unquestioned; should arrear occur which cannot be otherwise discharged, each sharer is expected to pay a subscription proportionate to the quantity of lands he holds, in order to make good the deficiency in assets.

69. In some villages the lands held by the proprietors are entered in the bheean, and paid for at the same rate as the ryots pay; in other cases, though entered in the bheean, the proprietors pay at a lower rate than any other class, this privilege often constituting their only advantage, the rents collected from the ryots merely sufficing to pay the Government jumma: but on the occurrence of marriages, deaths, and such like occasions for expense, they expect and receive money from the ryots under the denomination of russoom, shadee, ghumee, mangun, salamee, or some other name. In villages so situated, if the crops fail, recourse is had to the sale of cows, bullocks, &c., and the ryots will assist to the extent of their power, if good-will exists between them and those recorded as proprietors.

70. *Answer to Question No. 5.*—No proprietors are known here by the name of "putteedars," though in some estates they are ruinously numerous. In some cases the name of an individual only is recorded as proprietor, in others the names of all the proprietors and sharers are entered in the sudder books. On right to share being shown, I never refuse an application to be recorded. A vast number of names being recorded, is inconvenient and gives increased trouble; but under the existing law, all the heirs of a deceased proprietor being entitled to a share, however small the property may be, recording such succession immediately prevents litigation; indeed, under section 21, Regulation VIII of 1800, it is the Collector's duty to enter the names of all succeeding to estates or to shares in estates paying revenue to Government. Engagements are not taken separately from each individual proprietor, but from all conjointly. The Collector has no authority to select any one or reject any one, provided they are in possession. I hold the engagement of the recorded proprietor or proprietors to be binding on his or their brethren to the same extent as on himself or themselves. Process for arrears, &c., is directed against those recorded, and on rent being paid the rules of section 4, Regulation XVII of 1805,

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are abided by; but I cause the name of the person from whose hands the money is actually received, to be mentioned in the receipt granted, in order that should any dispute arise regarding the sums paid by any individual, proof may be forthcoming. On any representation being made by a recorded proprietor that he has fallen in arrear in consequence of the joint sharers withholding their dues, I send for the whole, and usually succeed in effecting an adjustment among them, and a liquidation of the balance.

71. The "byachara" tenure does not exist here under that name, but estates, the nature of which I believe to be something similar to the byachara tenure of the western provinces, are to be found here, consisting of several putnees or spots of land situated in the same or different villages, each putnee being in the possession of a single or several putneedars, all having rights really not inferior to those of the putneedar or proprietor, whose name is recorded as proprietor of the whole estate.

72. Such for instance, besides others, are the Degra mehals. The right of no individual Degra was originally superior to that of the rest; each Degra had possession, on payment of revenue, of the land which before it was resumed constituted his jagheer. At the conquest the name of one Degra only was recorded, the others retaining possession of their lands, but paying through him; this was an arrangement made by themselves, and not directed by any authority. Before the voluntary surrender of privilege, the rights of all were equal; what relation the non-recorded Degras hold with those recorded is now matter of dispute.

73. One of these Degra mehals was sold by auction for arrears of revenue. The auction-purchaser wished to oust *all* the Degras on the plea that, being *all* sharers, their interests and rights had been sold with those of the recorded proprietor. The Degras pleaded right of possession as under-holders. As acting Judge of Cuttack, I upheld the possession of the Degras as holders under the auction-purchaser; in fact, decided that they should not be considered as having been joint sharers, but shikmee talookdars of the recorded proprietor. I considered this question of great general interest, and so certified to the superior court. A special appeal was admitted, and on trial my decision being upheld, the non-recorded Degras are still in possession of their tenures, the revenue of which they pay through the auction-purchaser. There are now three suits pending in the civil court at Cuttack, instituted by three Degras of another Degra mehal, the circumstances of which are precisely the same, excepting that it has not been sold for arrears; in which they claim *equal privileges* with the Degra recorded, and demand to be registered with him as *sudder malgoozars;* the sums at which the suits are laid being respectively Rs. 3-7-17, Rs. 2-12, and Rs. 2-15.

74. There is not a doubt that their rights were equal to those of the Degra recorded—that they were precisely the same; but had I to decide the cases, I should most certainly, notwithstanding my conviction of what their rights *were formerly*, declare them to be under-tenants and refuse their prayer to be admitted as sudder malgoozars. Some uniformity of principle is necessary. They must either be superior holders or under-holders; the privileges of both cannot be allowed them; persons

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of the same class cannot be permitted to claim whichever denomination may be suited to the occasion, to be sharers before a sale, and under-holders after one. Their situations ought to be, but is not, defined.

75. *Answer to Question* 6.—The waste lands comprised in an estate are generally supposed to belong to the proprietors thereof—the sudder malgoozars. Some moquddums and surberakars suppose the waste lands in their villages to belong to themselves.

76. *Answer to Question 7th.*—One settlement has been made according to the rules of Regulation VII of 1822. That settlement has been confirmed by Government. The principle assumed in adjusting the Government revenue was, that after deducting five per cent. for expense of collection, 20 per cent. as malikana of the zemindar, Government was entitled to the remainder, from whatever source it did or might arise. The settlement is based on *both* actual produce and the productive powers of the land. If *natural* productive powers be intended, the possibility of increasing by artificial means the natural productive powers of the land was not taken into consideration at the settlement.

77. *Answer to Question 8th.*—In making the one settlement which has been completed, only two classes, exclusive of lakherajdars, were found having permanent interest in the soil; and I think any settlement would be imperfect, and the main object of settlement-making lost sight of, in which the interests of every class connected with the soil were not ascertained and recorded, and measures taken for protecting them in future in such rights as are suited to their several situations and not inconsistent with general good. It does not at all enter into my conception of a perfect or desirable settlement, to confirm and perpetuate every usage found merely because it may have for a length of time existed, without reference to present advantage or future consequences. I should like to introduce new rules wherever they appeared to be required, and to abolish all usages, however ancient, which were or were likely to become prejudicial to any class, or to the interest of the State There are ryots claiming and possessing interests, as I have mentioned in answering the 1st question.

78. *Answer to Question 9th.*—In the small estate which has been settled, there were no persons found holding or claiming any proprietary right except the zemindars. Pottahs signed by the Collector were given to the ryots

79. *Answer to Question 10th.*—The rents in the estate settled are paid in money. No conversion of kind to money-payments was made at the settlement.

80. *Answer to Question 11th* —There are no pergunnah rates which can be referred to in cases of dispute between proprietors and ryots. Rates vary not only in every pergunnah, but nearly in every village of some pergunnahs. A rate per beegah tells nothing till you have seen the pudka with which the beegah was measured. A beegah of Pergunnah Soso is equal to three beegahs of the Pergunnah Soouhut measurement. Beegahs are to be found of all sizes, from an area of 14,500 square feet to upwards of 40,000. With a letter written to your office on the 14th September 1829, I forwarded a statement which will show what mistakes might be made by referring to rates without having first ascertained the length of the measuring rod.

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81. *Answer to Question 12th.*—I am not aware of there being any crops which are never received in kind.

82. *Answer to Question 13th.*—No professional surveys have been made in this district.

83. *Answer to Question 14th.*—I cannot relate the process I have resorted to, for I have never settled a village under the rules of Regulation VII of 1822; but I will state briefly the process I shall resort to, in order that where my intentions are wrong I may be corrected. Having ascertained the correctness of the measurement and the rates paid for each description of land, and having regulated those rates with reference to former rates and present measurement, so as to afford a ryot cultivating as much land as can be managed by an individual, a subsistence suited to his situation, I would grant pottahs to the ryots for the lands in their possession, such pottahs to contain mention of the measuring rod made use of, the extent of each sort of land, and the rate of rent to be paid for each sort. The land to be held under such pottahs by thanee ryots I would allow to be hereditary, though by no means divisible; neither would I allow a transfer by sale, gift, or otherwise, without the obtained written sanction of the zemindar. I would secure the land held under the pottahs to the ryot and his heirs without an increase of rate till a general increase may be allowed throughout the estate or pergunnah. In failure of heirs I would allow the tenure to lapse to the zemindar, who should be allowed to make such arrangements regarding the land as he might think conducive to his interests. I think this would be affording sufficient protection to the thanee ryots and their heirs, whom alone of the ryot class I should regard as entitled to have any permanent interest and privilege secured to them. To paee ryots who have held the same land for any number of years, I would also grant pottahs for the land in their possession, with the provision that they were to give place to thani ryots whenever such might be procurable. I should prepare a table of the rates of all kinds of land for present information and future guidance, but I would by no means have those rates considered as fixed for ever, or even for a long period. I see no reason why a proprietor should be considered bound at any future period to give a pottah on demand at those rates to a new ryot. It will be sufficient, I think, that those now in possession be afforded protection from any increased demands on the part of the zemindars; that part of the benefit of the increasing value of land and limitation of the Government demand should be effectually secured to *them*. New comers and others I would leave to make their bargain with the proprietor on such terms as might be agreed on between them, a written agreement being indispensable. The rate I would not endeavour to rule; to do so would be to grant privileges to a class yet to come into existence, at the expense of the zemindar and the good of the State.

84. With regard to classes holding or claiming rights between the zemindars and the ryots, I would accept as proof of such rights, oral evidence, usage, or the general acquiescence of the superior and inferior holder. The proof on which the claims were based, and the grounds of confirming them, in whole or part, to the claimants, I would record in detail, so that no doubt should remain as to the extent

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of their privileges and authority in relation to the zemindars over them or to the ryots under them.

85. I would adjust the Government jumma with reference to the actual produce and assets of the estates, by which I mean I would take into consideration only the actual assets secured to the zemindar by the adjustment made with his under-holders and ryots, as the rates and rents to be paid by them will be limited till such time as a general rise may be allowed. The *only* sources of increased rental left to the zemindar will be the cultivation of waste lands and the lapse of the kudemee tenures. Whether any, or what, and when, prospective increase should be demanded on account of the lands waste at the time of settlement, must depend on the local circumstances of the village, their extent compared with the land cultivated, the nature of the soil, the facilities of cultivating it, the outlay of capital required, and many other circumstances, which will vary in every village settled.

86. *Answer to Question* 15*th*.—No maps were made of the estate settled. There are registers of the tenures containing a list of the villages, a list of the ryots, with the quantity and description of land tilled by each, and a list of the lakherajdars.

87. *Answer to Question* 16*th*.—The paper prepared in every measurement, called the "awerja," shows this; every field is numbered as it is measured, and the entries are made in the "awerja" thus:

					Md.	G.	B.		Rs.	
Dasruttee Das, ryot	No.	3	1	Kittah or Patch	1	23	0	Sursuf	3	per beegah.
	"	6	1	ditto	0	10	6	Jal	2	ditto.
	"	11	1	ditto	1	3	4	Gundum	7	ditto.
	"	33	1	ditto	0	7	3	Nishukur	7	ditto.

88. I see no prospect whatever of a settlement of this district under the rules of Regulation VII of 1822 ever being completed. It is nine years since that law was passed; in that time $\frac{1}{400}$th has been settled, at which rate of proceeding the completion will occupy three thousand five hundred and ninety-one years. It is true circumstances have continually occurred to prevent its progress, but I see no reason for concluding that in future the plans for pushing forward the operation will not meet with similar interruption. The plans made for the ensuing year have been already upset. The arrangements lately made at Midnapore will prevent Mr. Bruce commencing with the settlement of Pursundhoo; and Mr. Unwin, who was to have gone to Chanowa, is now cruizing for his health at the Sandheads, and there appears little prospect of his being sufficiently recovered to undertake the duty this season. The operations this year will therefore probably be confined to my employment in Noanund, and the local advantages to be gained by deputing me there must be purchased by the infliction of a general injury, which leaving 1,000 cases of different descriptions undecided, must be considered.*

* I do not mention this with any wish to escape going to Noanund; I am most anxious for many reasons to make that settlement; and I am also desirous of spending some time in that part of my jurisdiction for objects unconnected with settlement-making.

89. For expediting the progress of settlements under the rules of Regulation VII of 1822, embracing the details required by that law

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and the orders which have been issued in explanation of its objects, no means occur to me, except the employment of officers for the specific purpose of making settlements. European officers qualified for the duty are not available, and were they available, the great expense would be an insuperable objection to their employment.

90. *Answer to Question 18th.*—The advantages or disadvantages of a summary settlement for a period of 15 or 20 years, must depend entirely on the nature of such settlement; it is impossible to predict the advantages or disadvantages of a plan, the general outline even of which is not propounded.

91. *Answer to Question 19th.*—That the proprietors of estates would voluntarily enter into engagements for a protracted period at the present jumma, I have not the least doubt; but I do not think many, if any, would agree to pay an enhanced jumma adequate to the value of the lease, calculated on the principle laid down in the question; they would not subject themselves to lengthened responsibility without any proportionate advantage.

92. The net income derived by the zemindars in this district is so little known that I should be at a loss on what principle to recommend a levy of increase, were it determined that in some way or other an increase must be paid. I know that the assessment, generally speaking, is unequal; but I have not a record or paper of any description to which I can with confidence refer, to learn the income any one zemindar derives from his estate, and in the absence of such information a just and suitable enhancement of rent is impracticable.

93. My belief from general experience is, that by some full 50 per cent. is enjoyed; nevertheless a general enhancement of rent would cause much distress, chiefly in consequence of the sub-division of property. A single zemindar in possession of an estate the rental of which is Rs. 5,000 and the sudder jumma Rs. 2,500, might, without reason for complaint, pay 20 per cent., or Rs. 500 per annum more; but to levy such an increase on property the rental of which is Rs. 400 and the income Rs. 200,* and that small income divided amongst a large number of persons, would be productive of distress.

* Of the 680 sudder mehals under this office, the sudder jumma of 459 is *under* Rs. 200.

94. I could name some few persons of substance who derive an income from their estates disproportioned to the extent and jumma; but good management, attention to the comfort of the ryots, and some expense, may have produced the result; and I should be loth to recommend an enhancement on them alone, and not on others who might have improved their property had they adopted the same means.

95. If the difficulty in realizing the revenue can be admitted as proof that the assessment, generally speaking, if not high with reference to the produce, presses hard on the people, and could not with charity be increased, that proof I can produce. In collecting the revenue of the year just ended, 1238, I have had occasion to issue 869 tullub chittees, 1,025† dustaks for apprehension, and in 204 cases to sell the personal property of defaulters, notwithstanding there is a balance of Rs. 23,545-15-8-3, which could be realized only

† A vast number more tullub chittees and dustuks were issued, but this quantity actually was carried into the interior.

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by selling the estates of the defaulters—a measure which I abhor, and which, since I have held the situation of Collector, I have but once enforced.

96. Some time ago, in a letter* regarding settlement-making, I mentioned the plan of selling leases or disposing for a specific period of the right to demand an increase. I still think the plan might be beneficially adopted, though money is at present so scarce few could puchase if the price was to be paid in ready money, and not by instalments, or, what comes to the same thing, an increase of jumma. I think many would offer, though their offers would be considerably below the value of the lease as computed in question 19. As I have before observed, I have no trustworthy record showing me the percentage enjoyed by the zemindars. I could not therefore tell how far the price offered was proportionate to the advantage to be purchased ; but it is quite certain no one would offer more than it was worth his while to pay, and if all was not acquired that might be by an arbitrary levy of increase, there would be considerable satisfaction in knowing that the increase obtained was from those who consulted their own interests in submitting to the additional impost.

* 30th July 1829.

97. The purchase-money or increase of jumma should be in proportion to the extent of the lease, such as per 10 cent. for a 20-years' lease, 5 for a 10-years' lease, and so on ; but I would by no means permit detailed settlement-making to be lost sight of. The plan has failed—if failure be allowed—only from want of means necessary for its execution ; its many advantages no one can deny ; and although its prosecution with the rapidity anticipated by its projector be impracticable, I see no reason why it should not be pursued as fast as the means at command will allow.

98. In the event of all not purchasing protracted leases, the estates of those who decline might be selected for settlement first ; should all purchase, the demand of any *increase* proposed on the completion of a detailed settlement might be postponed till the expiration of the lease purchased, or a clause might be inserted in the purchased lease, providing that in the event of a detailed settlement being completed, the sum of the increase paid between the date of the purchased lease and the confirmation of Government of the detailed settlement, should be returned. Without some compact of this nature it cannot be expected that proprietors will come forward to purchase.

99. *Answer to Question 20th.*—Again, in this question the nature of the summary settlement contemplated is not explained; however, before making an arrangement of any nature for a period of 15 or 20 years, I think sundry new rules are required for the protection and explanation of the interests of all clases of the agricultural community.

100. *Answer to Question 21st.*—I would, as I have before observed, compel an interchange of pottahs and kubooleuts between the zemindars or others receiving rent immediately from the cultivators, and the thanee ryots ; also the paee ryots who have cultivated the same land for a period of four or five years. This could not be effected immediately time must be given ; a year would not be too much, and I would fix a

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date subsequent to which no suit for arrears not based on a written agreement should be admitted. A date also should be fixed, on or before which the zemindars should be directed to complete and file a list of pottahs granted to thanee and thanee paee royts, with mention of the rates for every sort of land in each village, and the size of the beegah: failure to file this list should be met by a daily fine till it was produced. In order to prevent an attempt to give pottahs at an increased rate, I would make the penalty, if any proved attempt to force pottahs on the ryots at enhanced rates, dispossession, till such time as inquiry could be made, and pottahs granted by the Collector or an ameen deputed by him for the purpose.

101. That great labor and trouble would be experienced in carrying such a measure into effect, and that care and circumspection would be necessary, I am fully aware; but till the present system, which I have detailed, be utterly rooted out, any attempt to protect the kudemee or any other class of ryots, must be futile. And the longer the measure is postponed, the less will be the advantages secured to them. A regulation would be necessary; and, to be really efficacious, should embrace considerable detail, to enter into which here would be unprofitable trouble, it being so uncertain whether the plan will be considered advisable for adoption.

102. I would pass a law declaring that all tenures, whatever may be their denomination, held under zemindars, were never intended to be affected by the rules of Regulation XI of 1793; and that, in future, succession to moquddumees, surberakarees, or other under-tenures should not be regulated by the Hindoo law, nor should they be liable to division; that all such tenures, if by prescription hereditary, should descend entire to the next heir male.

103. I would prescribe a period for the under-holders considering themselves entitled to separation, to prosecute their claims, subsequent to which no claims of that nature should on any consideration be admitted. I would confirm to the zemindars the right of ownership to the soil included in their estates, their authority being limited only for the protection of *existing* interests on the part of others. On proof of increase of rent in moquddumee or surberakaree villages, derived from extended cultivation, or the lapse of kudemee tenures, as mentioned in paragraph 83, I would allow a proportionate increase to be levied by the proprietor on the under-holders. For these purposes also a regulation would be necessary embracing considerable detail as to the mode in which claims for separation should be disposed of, and suits for increase of rent, instituted by proprietors, conducted.

104. On granting protracted leases I would secure to the zemindars all advantages to be acquired by the resumption, at their suit, of lakheraj lands or other rent-fee lands, or lands held at a mookureree inadequate jumma within their estates, in quantities not exceeding 25 battees or 500 beegahs, for a period of 15 or 20 years. I think such a rule might induce the zemindars to busy themselves in reclaiming some of the vast quantity of land illegally alienated; they would derive sufficient advantage to make it worth their while to sue for resumption, though the gain would ultimately fall to the State; and I think the odium attached to the

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institution of resumption suits on the part of Government would be advantageously got rid of at a loss of 15 years' rent, and it must be the same to the holders of invalid tenures whether they are sued by the zemindar or the Collector.

Dated Hidgellee, the 14th December 1831.

From—T. Wyatt, Esq., Collector of Hidgellee,
To—G. Stockwell, Esq., Commissioner of Revenue, Cuttack.

I have the honor to acknowledge the receipt of your letters of the 14th September, with its enclosures, and 24th October, and beg now to submit my answers to the several queries annexed, on points relating to the revision of settlements under Regulation VII of 1822.

1*st.* What is the nature of the proprietary tenures which generally prevail in the districts of your division; and how are the individuals forming the constitution of a village connected with each other; and by what denominations are the different grades of occupants, from the persons called proprietors to the tenants-at-will, designated?

1*st.* The tenures are of a permanent nature, with the exception chiefly of two extensive estates, viz. that of Majnamoota,* held in joint tenancy by six proprietors, paying a total yearly revenue to Government of Rs. 59,054-6-8-2; and eleven pergunnahs of the estate Jellamoota† belonging to one proprietor, bearing a sudder jumma of Rs. 1,00,509-3-15, of which estates no permanent settlement has at any time been made. These estates are partly held under temporary settlement with the proprietors, are partly farmed, and partly held khas.

With reference to these estates, the constitution of a village is composed of the head ryot or ryots of a village designated in some places burwah, in other ameen; of the mookya, or ryot subordinate to the head ryot; of the large body of under-tenants, and the biswee or surberakar, with his chatteal who collects the village rents; and in pergunnahs to which the revision

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* Majnamoota contains the following mehals :—

Pergh. Majnamoota.
" Balijorah.
" Surrufabad.
" Amurabad.
" Nyabund.
(Engaged for by proprietors for 10 years, from 1239 Willaity.)
" Dooroodumnaree, held khas.
" Cusbah Hidgellee.
" Nurrooamotah.
" Dutt khurrai.
" Puttauspore.
" Lapore.
Mehal Nazuran.
(Farmed to different persons for 5 years, from 1235 Willaity.)

† Jellamoota contains the following mehals :—

Pergh. Jellamoota.
" Bission.
" Erinch.
" Paharpore.
" Gowmaes.
" Bograi.
" Balsai.
" Baindabazar.
" Khulsa Bograi.
" Nyunund.
" Nazuran.
(Under temporary settlement with proprietor for 5 years, from 1236 Willaity.)

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of settlements has extended, of putwarees. No connection seemingly subsists between any of the above parties, with the exception of the ryots paying their rent generally through the chatteal to the biswee, and looking to the head of their village for adjusting any disputes which may arise relating either to the boundaries of fields, the division of crops between themselves and their under-tenants, and for affecting arbitration to prevent complaints in the adawlut, apportioning the divisions of property between brothers and relations, and generally ordering and arranging the various ceremonies relating to caste, marriages, and religious discipline. The different grades of occupants, as far as my local inquries have extended in settlement operations, appear to be designated zemindar, jungleboory ijardars (dependent on the proprietors of the estates in which their tenures are situated), dheemool or khoodkhast, and paeekhast ryots.

2nd. By what rules are the village communities ordinarily governed when the villages belong either to a single individual or to a body of proprietors?

2nd. There appear to be no particular rules. As stated by me, village servants, under the denomination of biswee and chatteal, are appointed by sudder malgoozars and their under-farmers to collect the rents of ryots, and the burwah is usually required to aid those servants in the recovery of revenue where heavy balances have accrued, and the sudder malgoozar is pressed for the liquidation of the Government dues. Where under-farmers or ryots in khas estates withhold payment, distraint of their respective property, agreeably to the regulations in force, is had recourse to by the sudder malgoozar; where property is held in joint tenancy, the sharers collectively enter into the management of its affairs.

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3rd. In either case, what are the profits or privileges that attach to the proprietors in their relation to Government?

3rd. Privileges they have none, and their profits are circumscribed, in respect to the estate of Jellamoota, to malikana at $6\frac{3}{4}$ per cent., and in respect to a portion of the estate of Majnamoota, for which the proprietors have entered into a temporary settlement for 10 years, to 20 per cent., with the waste lands assigned to them to bring into cultivation, exempt from any charge of revenue during the period of the lease.

4th. Where there are many proprietors of one village, how is the enjoyment of the proprietary interests in such village regulated? Does it depend on the possession of separate parcels of land by each proprietor, or does it consist in the right to share, in proportions regulated by the law of inheritance, in the net rents of estates? In villages thus occupied, how is each individual's contribution to the Government regulated?

4th. Though the estate of Majnamoota is held in joint tenancy by six proprietors (no butwara having ever been formed of it), the share of each proprietor has been determined by a decree of the Sudder Dewanny Adawlut, amounting to annas 2-13-1-1 as belonging to each sharer, and the profits arising from the estate after the liquidation of the Government dues, are equally apportioned by them among themselves.

For making good the revenue of Government of that portion of the estate for which they have jointly entered into a temporary settlement, the proprietors are one and all responsible.

5th. How is the Government revenue realized when there are numerous proprietors or putteedars? Is one or more selected as the malgoozar, or are engagements taken from each individual proprietor? If the former, what is the principle of selection, and to what extent is the engagement of the recorded proprietor considered binding on his brethren? What are the profits or privileges incident to his office? Does the byachara tenure prevail; and, if so, what are the peculiar features of that tenure?

5th. This is answered by the concluding part of my reply to the preceding question. For that portion of the Majnamoota estate concluded for with the proprietors collectively, one kubooleut has been taken from the whole, making all the sharers answerable for the discharge of the Government revenue. The byachara tenure does not prevail in Hidgellee.

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6th. To whom is the waste land supposed to belong, especially in a byachara village?

6th. The waste lands included in malgoozaree estates, the settlements of which have been made with the proprietors, or with farmers, belong to those persons to cultivate and derive a revenue from during the period of their leases.

7th. Have any settlements under Regulation VII of 1822 been made in the districts of your division, and of those made, how many have been confirmed by Government? What principles are assumed in adjusting the Government demand? Do the productive powers of land, with reference to the different classifications of soil or the actual produce, form the basis of the assessment?

7th. I have effected the revision of one settlement embracing five pergunnahs of the estate of Majnamoota, which has been approved by the Sudder Board of Revenue, but awaits the confirmation of Government.

In the revision of the settlement in which I am at present engaged, the principles which have been assumed by me in adjusting the Government demand in respect to rice lands, which form the chief description of lands in the pergunnah, have been to ascertain the average produce and average value of produce per beegah of rice lands, for five years, at the selling price of rice in the market in the month of Cheyt, as also the expenses of cultivation per beegah, and then to regulate the rate to be paid to Government at one-fourth of the value of the average produce, leaving to the ryot three-fourths for the expenses of cultivation and his own profit, which amounts generally to two-fourths of the average produce.

8th. In making settlements, what are the different classes of individuals whose rights, &c., it is considered necessary to protect; and are there any descriptions of ryots claiming or possessing interest, or an interest of any denomination?

8th. There are no classes, apparently, whose rights require protection, one class more than another; nor are there any ryots who seem to claim, or to possess, an interest of any denomination.

9th. What means are taken for protecting the rights of the proprietary and cultivating classes; and are pottahs given on all, or on what occasions?

9th. In the settlement in which I am engaged, pottahs generally are being distributed, as the settlement progresses for protecting the interests of the ryots; beyond the above, no other means suggest themselves for their protection.

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10*th*. Are the rents paid in money or in kind; and has, in any instance, the share of the produce been converted into a money payment? If so, on what principle?

10*th*. The rents are, and have always been, paid in money to Government.

11*th*. Is there any known pergunnah rate which can always be referred to in a case of a dispute between the cultivator and the proprietor?

11*th*. No there is no pergunnah rate.

12*th*. Are there any particular crops, the rents of which are never taken in kind? If so, what are they, and what is the reason of the distinction?

12*th*. This is answered by reply to the 10th query.

13*th*. Has any assistance been derived in the course of the settlement operations from the professional surveys?

13*th*. The surveys in this district have all been conducted under me by native ameens.

14*th*. What is the process resorted to in settling a village, both as regards the determination of individual rights and the adjustment of the Government revenue?

14*th*. The revision of a settlement is first preceded by a uniform and consecutive measurement of all lands which may fall within the limits of survey, by which every field in the occupancy of an individual finds record in the chitta papers of the ameen or native surveyor, with the boundaries of the fields on all sides, its dimensions as to length and breadth, and the total quantity of land contained in it; also the description of land and its quality, whether of the 1st, 2nd, or 3rd sort, and the local name it bears, (such as jul, kula, and dhosa,) and the nature and extent of its produce during the past season, with the character of its tenure, whether rent-free or subject to the payment of revenue to Government. From this record an abstract is formed, called a khatteean, showing in one view the quantity of land of each description held by an individual, with the nature of its cultivation. After the preparation of this account, a comparison is made in the presence of each ryot of the quantity of every description of land

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recorded to be held by him, and in the event of the quantity recorded proving correct, a jummabundee, agreeably to the rates revised by me as explained in my answer to the 7th query, is formed with him, and a pottah or lease specifying the conditions under which he holds the tenure is tendered to him, and a kubooleut agreeing to the conditions of lease is taken from him; all this having been observed, the right of an individual to the occupancy of certain lands and the payment of a certain annual rent for them, as well as the right of Government to the yearly receipt of that rent, are clearly defined and recorded in the village ruboocaree of settlement.

15*th*. Are maps of any kind formed, and what descriptions of registers are made of the several tenures?

15*th*. My ameens have furnished for each village a chowhuddy or map showing the general boundaries of a village, which are carefullly preserved, and will be bound up in a book for future reference. With regard to registers, two new registers have been opened for the entry of lakheraj tenures which are confirmed and resumed under Regulation III of 1828, and in the course of settlements being revised. No new malgoozaree registers have been prepared of settlements revised since the submisson of my settlement proceedings in 1830 which await the orders of Government.

16*th*. Is any statement formed showing at one view the different fields, which may be situated in different parts of the villages, owned or cultivated by the same individuals?

16*th*. Yes; agreeably to the orders of the Sudder Board of Revenue, dated the 1st June 1830, (paragraphs 3 to 5) my ameens have furnished rough sketches of each village measured by them, showing the relative position of fields with the number they bear, corresponding with the numbers entered in the measurement chittas.

17*th*. What period of time will probably elapse before the settlement, under Regulation VII of 1822, of the district can be com-

17*th*. It is impossible to state exactly what number of years must elapse before the settlements in this district can be revised under

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pleted; and do any means occur for expediting its progress?

Regulation VII of 1822. As you are aware, there are two very extensive estates to settle, Majnamoota and Jellamoota, which pay at present an aggregate revenue to Government of Rs. 1,68,979-13-3, and which are estimated by the present rucbabundee papers of the office to contain beegahs 426,861-0-3. The revision of the estate of Majnamoota has first been commenced upon. It contains eleven pergunnahs, five of which have been settled, of which my proceedings have been submitted. The next in importance is the pergunnah of Dooroodumnar, in revising the settlement of which I am now engaged; its present jumma is nearly half a lac of rupees. This settlement I expect to finish this year. There will then remain five pergunnahs, the settlement of which will occupy three years; and I suppose the estate of Jullamoota will involve a period of nine years before its revision of settlement can be completed, making altogether twelve years before the work of settlement in this district can be all accomplished. It appears to me that the settlement operations can only be expedited by the appointment of more covenanted officers.

18*th*. With reference to the length of time that must elapse before the detailed settlement can be completed, what would be the advantages and disadvantages attendant on an intermediate summary settlement for a long period of from fifteen to twenty years?

18*th*. The advantages would be that Government would save the considerable expense and delay which are now attendant on the detailed revision of settlement under Regulation VII of 1822, and the proprietors would rejoice that the resources of three estates remained unexposed.

The disadvantages would be that the ryots would remain oppressed, especially in the unsettled estate of Jellamoota and in those portions of the Majnamoota estate which are farmed; oppression arising seemingly in a great measure from

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the village rates of land remaining undefined, and exactions being committed; moreover, there is reason to believe that the tenures of the ryots are involved in much dispute, which disputes, it appears to me, can only be properly adjusted, and at diminished expense to the parties, by the summary investigations elicited under Regulation VII of 1822.

19*th*. Are you of opinion that the proprietors of estates generally will enter voluntarily into engagements for such period, either at the present jumma, where no increase of revenue can be fairly demanded, or at an enhanced jumma adequate to the value of the protracted lease, when the existing rents yield the proprietors a much larger income than 20 per cent. on the Government revenue?

19*th*. I have no doubt that the proprietors would be very glad to enter into engagements for the long periods of lease contemplated, even at a moderately enhanced jumma.

20*th*. In case summary settlement of the nature here contemplated should be formed, would any precautions or rules not now to be found in the regulations be requisite, in your opinion, for the protection of individual interests in putteedaree estates or for the security of ryots in zemindaree estates?

20*th*. It does not occur to me at present that any rules would be wanting, which are not provided by the present regulations, by which the interests of ryots in zemindaree estates would fail to be secured.

21*st*. If you are of that opinion, what specific measures would you recommend for the attainment of those objects?

21*st*. In consequence of what I have above stated, no answer to this query appears necessary.

I beg to express my regret at the length of delay which has attended my answer to your letters under acknowledgment, which would not have occurred but for the increase of duty as connected with the office of acting Magistrate which has devolved upon me of late, added to the considerable time which has been occupied since my return to Hidgellee in visiting different parts of the district in order to enquire into the extent of the evil which ensued from the dreadful hurricane and inundation of the 31st October last, particularly with reference to the injury which the crops have sustained, reports on which I have had the honor of submitting to you.

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Dated Midnapore, the 24th September 1831.

From—J. H. D'Oyly, Esq., Collector of Midnapore,

To—G. Stockwell, Esq., Local Commissioner of Cuttack.

I have the honor to forward my answers to the questions proposed in the enclosures to your letter dated the 14th instant, connected with the settlements under Regulation VII of 1822. I have lost no time in forwarding this information, as it seems to be the object of Government to receive the Collectors' opinions as early as practicable. Should any omissions be discovered, I shall be happy to supply any further information I am possessed of on this subject. In my roobocaries of settlement, which I hope to be able to forward at an early opportunity, I think you will find every matter connected with the subject fully detailed. In the meantime I trust that the enclosures will be found of service.

Answers to Questions put by the Branch of the Sudder Board of Revenue on deputation, in their Circular dated 24*th June* 1831.

Answer to Question 1*st.*—The Mahratta mehals are now the only districts under revision of settlement under my jurisdiction; they consist of four pergunnahs, by name Kumardachour, Shahbunder and its two kismuts Lapoo and Kutshye, Bograi, and Puttaspoor. The zemindars in these pergunnahs are those men, or their descendants, who received their land from the Mahratta Government, or the rule before that of the Mahrattas. Talookdars are those who have either purchased or have in other manner obtained portions of the estates from the zemindars.

Under the former Government, a zemindar or talookdar could not be deprived of his land so long as he paid his revenue regularly; but when he no longer did so, he was turned out and the estate given to another.

These two are proprietors, and they have an hereditary right in the soil, and the power of selling or of otherwise disposing of their property. There are no putteedaree or other tenures as in the Upper Provinces; all under the talookdars are ryots, who agree with him for their land, paying their revenue to him.

Answer to Question 2*nd.*—The village communities pay their revenue in twelve instalments, or monthly, to the talookdar; or in cases where there are two or more sharers, the ryot takes one engagement from them jointly, and pays to each according to his acknowledged share. For instance, there are three sharers in an estate; a ryot has 10 beegahs, for which he agrees to pay in all 15 rupees annual revenue. The first talookdar is a 10-anna sharer; to him, in twelve kists, the ryot pays Rs. 9-6. The other two or three-anna sharers each; to each of these he pays in the same manner Rs. 2-13. At marriages or other ceremonies, the salamee* that has been always taken from the ryot is paid as above.

Answer to Question 3*rd.*—Throughout the Mahratta mehals, when they were brought under the Hon'ble Company's rule, engagements

* This salamee is prohibited in the new settlement.

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were taken from the proprietors for 5, 4, 3, 2, and 1 year, at the renewal of each adding a small percentage to the former jumma. No enquiries were made by which the profit of the talookdar could be ascertained, until I was directed to revise the settlement previously to its being permanently fixed.

When two or more sharers were found in one mehal, their names were registered; they were all bound to sign their engagement; but no enquiries were ever made to ascertain the specific share of each. If in any instance the proprietor or proprietors refused to engage, the estate was brought under khas management or farmed out, and from the actual rent entered into the Company's Treasury, from 5 to 10 per cent. was allowed to the talookdar.

Answer to Question 4th.—In all cases the custom has always been that the sharers divide the net profit of their estate according to the share to which they have an acknowledged right.

It has before been stated that in the event of there being two or more sharers in one estate, all their names are registered; but only one account of the whole revenue of the estate is kept in my office. The proprietors are at liberty to pay separately or jointly; but if any balance to Government occurs, the whole estate is put up to auction.

I think it in place here to mention that I have some time since reported upon this point, recommending that the system upon this subject which is in force in Benares, &c., should be extended to this division. It is, that if one sharer of three be a bad character and constantly in balance, that whichever of the others pays the arrear may have the management of the defaulter's share until the sum is repaid to him.

Answer to Question 5th.—The method of realizing the Government revenue has been stated in answer to question 4th. There are no putteedaree or byacharee tenures here.

Answer to Question 6th.—In all the mehals the waste land belongs to the landholder.

Answer to Question 7th.—The pergunnahs of Kumardachour and Shahbunder and its two kismuts are the first that have been and are now under revision of settlement, the former containing 29, the latter 10 mehals. The mal settlement has been made with the ryots. Both pergunnahs are under khas management, and the collections going on well. Kumardachour paid by the last bundubust a revenue to Government of Rs. 11,685-15-2, whereas the mofussil jumma fixed, and collecting since the beginning of 1238, amounts to about Rs. 23,000. Shahbunder was brought under khas management at the commencement of the present year 1239; the sudder jumma was Rs. 6,243-13-5, whereas the present mofussil jumma fixed is about Rs. 11,000. The whole of the settlement papers connected with these two pergunnahs are in a state of forwardness, and have only been detained until the question regarding the jageer to be allowed to police paiks should be settled. The report regarding the paiks, which has so long delayed the completion of the settlement of these two pergunnahs, was forwarded to the local Commissioner on the 21st July 1831, and by him to the Sudder

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Board of Revenue, and I believe will be laid before Council for final orders.

In making this settlement, the Government revenue has been adjusted invariably with reference to the different classifications of soil, and not on the crops.

Answer to Question 8th.—In making the present settlement, my principal object, with reference to the rights of the different individuals composing the village community, was rather to establish to each a right, for the people are so poor and wild that they followed their master and were in fact dependent on him and his will for everything. Having made myself fully acquainted on the spot with the customs of the village, I endeavoured to secure each cultivator (and all are cultivators in the Mahratta mehals) from oppression. The ryots possessing or claiming any particular interest are lakirajdars and mokurereedars; the former holding ground rent-free by former grant, the latter paying at a reduced rate, being generally of the family of the proprietors.

Answer to Question 9th.—First the field of each ryot in the village was measured, the kind of soil ascertained, and this duty not left wholly to natives, but checked by myself, the whole village being in attendance and all declaring themselves satisfied before I left the ground; after this the assessment was fixed and agreed to, and a pottah given to each man, to the cultivating as well as to the proprietary class, to show more clearly the means taken to protect the rights of these people. I hereto affix a translation of the pottah given to each on the occasion of making this ten-year settlement.

Answer to Question 10th.—The usual manner of paying the rents has always been in money; in some few cases the ryot agreed with the landholder to give half the produce of his land instead of revenue, the former being at the expense of cultivation and receiving the whole of the straw of the rice (the whole country, with the exception of a small portion near the River Soobanreeka, being rice plains). In the present settlement money only is taken.

Answer to Question 11th.—There is no pergunnahtee rates prevalent here. The rate has been fixed with reference to the different sorts of soils in the several villages.

Answer to Question 12th.—There is nothing of this sort in the Mahratta mehals.

Answer to Question 13th.—No professional surveys have been made, and mine is the first measurement that has been made on the part of Government.

Answer to Question 14th.—In answer to question No. 9, I have already stated how the land is measured, and what precautions are adopted to prevent fraud. To the measurement paper, in which is entered the measurement of each field, the sort of soil, and name of the cultivator, he (the cultivator) signs his name. The rate of jumma is fixed after taking, on oath, the depositions of the most respectable persons in the village, examining the putwaree papers, enquiring into the rate of the same sort of ground in the neighbouring

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villages, and finally fixed on the sort of soil and agreed to by the village collectively; after which the jumabundee paper for each man is prepared and signed, the pottah and kubooleut filled up, the former signed and sealed by me, and delivered in my presence to the ryot; the latter, of the same purport as the pottah, signed by the ryot, and entered into my office, whence a register will be prepared for record. This is all done in my presence. In answer to No. 8, I have shown the process resorted to regarding the determination of individual rights; it only appears necessary to say that questions on this subject as well as every other regarding the village are included in the depositions above-mentioned as taken on oath.

Answer to Question 15th.—Since the receipt of the Sudder Board of Revenue orders dated 1st June 1830, a map in the manner therein directed has been prepared for each village, and in all villages maps of the boundaries have been taken. The books of registry cannot be prepared until after the settlements have been completed.

Answer to Question 16th.—The kutteean papers show the number of each field as per map in one village, in the possession of one ryot; these are in the records of the office, and are written in Bengalee.

Answer to Question 17th.—From the personal superintendence that appears to me necessary to give full effect to Mr. Mackenzie's present plan on which I am making the settlement, from the conviction that a work of this kind to be of service to the labourer as well as to insure Government a full and fair assessment, leaving the zemindar or other landholders also a affair remuneration, and with reference to my other important duties in a most extensive Collectorship, I should say that a further period of four years would be necessary to bring the settlement of the Mahratta mehals to a conclusion, and even then it is probable that although the settlement may be completed, the various forms to accompany the settlement papers will require a further period in which to be prepared previously to their being forwarded for the approval of Government. This can be done, I have no doubt, provided the present difficulty regarding the appropriation of police land under the Midnapore Magistrate be overcome, and he be not again allowed to interfere contrary to regulation, by which interference, in the last season, the settlement papers of Kumardachour and Shahbunder have been so long detained, as I have stated early in this paper, where also I have said that the report on this subject is with the Revenue Board, and will, I believe, be forwarded to Government. If the two thannahs of Mohispore and Puttaspore in the Mahratta mehals were placed under me, I have little or no doubt but that the whole settlement might be completed within the above-mentioned time, although perhaps I am not justified in proposing to undertake a new duty when my time is so fully occupied as it at present is. My great anxiety to finish this settlement, however, must plead my excuse if I offer to undertake more than I may be able to perform.

Answer to Question 18th.—I can only answer this question as far as my own district is concerned. Advantages may arise to Government in other divisions from such a system, and arrangements might possibly be made to protect the ryots from oppression during the period of a 20-years' grant, at a fair increase of revenue with reference to the

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length of the grant. Here, however, I am of opinion that it would not answer. In 1825 a settlement of the Mahratta mehals was made by the orders of Mr. Commissioner Blunt for four years, at an increase of 10 per cent., under the impression that at the close of the fourth year a measurement and revised settlement would take place, which was to be followed by the permanent settlement. To realize this, although their profits far exceeded what Government allow, the zemindars drew more from the ryots, and these latter are so anxious to have the measurement completed and the new 10-years' assessment fixed, that even in the rainy season a great number belonging to pergunnah Puttaspore have arrived in Midnapore to beg me to measure their pergunnah and make a settlement with them previously to Bhograi, in which pergunnah I have fixed to commence my measurement in the ensuing year.

Answer to Question 19th.—In all parts of the Mahratta mehals the zemindars derive a larger profit from their estates thăn 20 per cent., but none would agree to receive their estate for 15 or 20 years at an increased jumma, for the following reason :—Under the knowledge that the measurement and jummabundee of their estates is now about to be made under the personal inspection of the Collector, their object has been to lay waste much of their cultivated land in the hope of its being entered as putteet, in order that after signing their engagements they may be enabled, by re-cultivating, to gain a larger profit than that allowed by Government. I speak this from actual knowledge, not hearsay. Thus, as the season for cultivation is over and harvest approaching, were they to agree to an increased jumma now, they would be considerable losers, and oppression of the ryot would follow as a natural consequence. This system of laying waste culturable land will be continued until the settlement is completed.

Answer to Questions 20th and 21st.—Under the circumstances above-mentioned, it appears to me unlikely that the zemindars, &c., of the Mahratta mehals would accept a 15 or 20-years' lease at an increased jumma; but if they did, the ryot would suffer ; nor without the minute enquiry enjoined by the present system can it be discovered what right the cultivator really possesses, and until this is ascertained and ensured, I see not how he can be protected from the oppression of the landholders. I do not mean to say that Mr. Mackenzie's system will prevent oppression, but it will materially check it by defining the relative position in which the landholder and labourer stand with regard to each other. Although being fifty miles removed from the sudder station, some extortion would be submitted to before the poor man would sue his master in the Collector's cutcherry, nevertheless it does all that Government can do for the ryot ; it gives him a clear and distinct right and the power of redress, if the chose to exert it ; it defines distinctly the sum he is to pay to his master, and prohibits the levy of one anna beyond the stipulated jumma on any account whatever.

Translation of Pottah granted to a Khoodkhast Ryot.

To you this pottah is given agreeably to the measurement papers of 1237 ; the undermentioned land out of the said mouzah is in your possession ; your rate of jumma has been fixed according to Regulation VII of 1822 ; and you will continue to pay in current rupees, annually,

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the sum of Rs. 7-3-14-2, from the commencement of 1238 to the end of 1247, for which period of ten years your pottah is granted.

Item as per Chitta.	Land.
No. 113 ...	1 3 1 3 0
,, 153 ...	0 18 2 2 10
,, 280 ...	1 19 0 0 0
,, 309 ...	0 1 0 3 0
	4 2 3 1 10
Chakran Bazeaftee, No. 303	0 17 1 3 0
	5 1 10 0 0

Five maun one pudka and ten gundah of land, including trees, which are not to be cut down.

Description of land.	Total land.	Nerik per beegah, R. A. G. C.	Amount jumma, R. A. G. C.
Kula including Bustoo ...	0 13 3 3 0	2 8 0 0	1 11 17 2
Pond	0 3 0 0 0	0 6 0 0	0 0 18 0
Waste culturable ...	0 21 0 0 0	0 8 0 0	0 0 18 0
	0 19 0 3 0	......	1 13 13 2
Pal			
Barn yielding two crops ...	0 18 2 2 10	2 0 0 0	1 13 17 0
Juldon	3 2 1 3 0	1 2 0 0	3 8 4 0
	5 0 1 10 0		7 3 14 2
Ryotee	4 2 3 1 10		0 5 7 11
Chukran Bazeaftee of Khosaleedos Karjie ...	0 17 1 3 0		1 12 3 2
	5 0 1 0 10		7 3 14 2

Monthly instalments of annual amount.

	Kist.	Amount.
Assin ..	0 0 10 0	0 4 0 0
Kartick ..	0 1 10 0	0 11 0 0
Ughun ..	0 3 10 0	1 7 0 0
Poos ..	0 3 10 0	1 7 0 0
Magh ..	0 2 0 0	0 13 0 0
Falgoon ..	0 2 0 0	0 13 0 0
Chyte ..	0 0 15 0	0 7 0 0
Bysak ..	0 0 10 0	0 3 15 0
Jhet ..	0 0 10 0	0 3 15 0
Assar ..	0 0 10 0	0 3 15 0
Srabun ..	0 0 10 0	0 3 15 0
Bhadun ..	0 0 5 0	0 2 14 2
		7 3 14 2

You are bound not to destroy the fruit-trees.

You will continue to pay the above revenue agreeably to the instalments, and are at liberty to choose your crop or crops, for which no further increase will be demanded, paying your instalments on the 20th of each month, in default of which you will be dealt agreeably to regulation Whether you cultivate or lay waste your land, the above jumma will be demanded, nor will any remission be granted either for bad season or on any other account. No abwab or cess of any kind, nor any sum whatever in excess of the above revenue, can be levied from you by your zemindar.

These are the conditions of the pottah now granted, and a kuboolnut to the same effect is taken from you.

The pottah for a pykhast ryot coming from other pergunnah is similarly drawn out, with this addition only, that if he does not pay the revenue agreeably to the kists, he can be turned out by the person with whom he engages. This is only fair to the zemindars, because he has no hold on the ryot except when his crop is on the ground, which is only during four kists or instalments out of the twelve.

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PAPERS ON THE SETTLEMENT OF CUTTACK, AND ON THE STATE OF THE TRIBUTARY MEHALS.

No. 44, dated Fort William, the 10th January 1851.

From—The Secretary to the Board of Revenue, Lower Provinces,

To—J. P. GRANT, ESQ., Secretary to the Government of Bengal, Revenue Department.

THE completion of the settlement of the province of Cuttack embracing the three districts of Cuttack, Balasore, and Pooree, not having at any time been reported for the information of the Government, the Board, in April last, called for a report of the outturn of the settlement of each of the above districts, showing the increase and decrease of sudder jumma, the jumma obtained by resumptions, the aggregate area cultivated and uncultivated, the rate of hustabood assessment per acre, the rate of sudder jumma per acre, the proportion of lands held by moquddums or surberakars whose tenures are liable to sale for arrears, the proportion held by other middlemen, the proportion held ryotwarree, and any other information with the settlement records might afford.

2. The statistics called for have now been furnished in a tabulated form by the Commissioner with his letter of the 7th ultimo, No. 2591, a copy of which, and of its enclosures, is herewith forwarded. The Board beg to recommend that the statement, together with the accompanying extract* from a minute recorded by Mr. Mills when on the eve of leaving Cuttack, be printed, as containing valuable information relative to that province.

* The whole minute is printed.

No. 2591, dated Cuttack, the 7th December 1850.

From—The Commissioner of Revenue, Cuttack Division,

To—The Secretary to the Sudder Board of Revenue.

WITH reference to the correspondence noted in the margin, I have now the honor to submit a general statement of the outturn of the settlement of this province, drawn up in the form indicated in my letter No. 1780 of the 19th August last, which seems to embrace all the information the Board require.

Board to Commissioner,	No. 98, dated 23rd April 1850.
Ditto to ditto,	No. 274, dated 5th July 1850.
Commissioner to Board,	No. 1528, dated 17th July 1850.
Board to Commissioner,	No. 155, dated 9th August 1850.
Commissioner to Board,	No. 1780, dated 10th August 1850.

2. The only Collector who has furnished a separate report on the subject is Mr. Garrett, whose letter, No. 146 of the 4th instant, is also submitted for the Board's perusal.

3. The settlement having been completed long before I assumed charge of the division, it would be presumptuous in me to add

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anything to the lucid exposition given in Mr. Mills' minute of the 23rd of January 1847, a copy of which is with the Board; I have therefore refrained from giving what would at best be but an imperfect account of the proceedings of my predecessors.

4. The Board will no doubt be struck with the extent to which the practice of sub-dividing estates has been carried on in Cuttack, and it seems to be a matter for serious consideration whether the security of the public revenue will not be affected in the end by this breaking up of large zemindarees into minute portions. It will be seen that there are some estates in Cuttack paying a sudder jumma of one anna.

5. I cannot agree with Mr. Garrett in his proposal for abolishing the office of putwaree.

No. 146, dated Cuttack, the 4th December 1850.

From—The Collector of Cuttack,

To—F. Gouldsbury, Esq., Commissioner, 19th Division, Cuttack.

I have the honor to submit the accompanying statement of the outturn of the settlement of the Central Division of Cuttack, called for in your letter No. 926, dated 3rd May last.

2. The district contains 75 pergunnahs, in which are comprehended 1,658 separate mehals, which have been multiplied by butwarrah into 2,394 estates, paying sudder jummas varying in amount from 1 anna the lowest to Rs. 26,793-2-7 the highest, and containing 11,585 villages, and in addition to the above there are 23 tributary mehals paying a peshkushee or fixed tribute.

3. The area of the district contains 1,251,037-3-3* English acres in the Mogulbundee, or that portion which has been subjected to settlement operations; and of this, acres 584,015-3-20 are in a state of cultivation, acres 35,659-1-36 are culturable waste, and acres 505,072-0-15 jungle and incapable of cultivation.

* Including confirmed lakheraj acres 126,290-1-12.

4. The mofussil jumma assessed on the cultivated and culturable area amounts to Co.'s Rs. 11,58,936-10-2¼, or Rs. 1-13-11 per acre, the proportion of which held by moquddums or surberakars, other middlemen and ryots, is shown in the statement.

5. The sudder jumma payable to Government, according to the settlement, amounts to Rs. 7,19,343-6-7¾, showing an average deduction from the mofussil jumma of about 38 per cent.

6. A memorandum of the number of cases of different kinds which have been decided in favor of the claimants, during the progress of and since the settlement, is subjoined.

Description of tenures.	Number of cases.	Quantity of land.			Mofussil jumma.		
		A.	R.	P.	Rs.	As.	P.
Moquddumee and surberakaree ...	755	50,431	0	10	1,15,493	5	3½
Pudhanee	2	133	2	0	229	0	8¾
Poorseltee	9	550	1	0	752	8	3
Khurreeda jummabundee	8,307	21,020	3	20	32,053	1	0¾
Tunkee	384	6,944	1	14	4,812	8	0¼
Aimah	66	983	1	10	1,392	12	4½
Shikmee	24	1,532	2	0	3,058	13	6

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7. The number of cases which have been instituted under the resumption laws is as follows:—

	Number of cases.	Quantity of land.			Mofussil jumma.			Sudder jumma.		
		A.	R.	P.	Rs.	As.	P.	Rs.	As.	P.
Resumed lakheraj ...	70,597	89,237	3	21	74,396	7	2	40,272	0	5¾
Confirmed lakheraj ...	73,252	126,290	1	12		...	..		...	...

8. During the years 1840-41 and 1841-42 the district suffered very severely from want of rain, causing a general failure in the harvest, which induced the Government to concede large remissions, as shown in the annexed table.

	Number of mehals.	Sudder jumma.			Remission.		
FOR 1840-41.		Rs.	As.	P.	Rs.	As.	P.
Total number of mehals not settled at the time of remission	1,080	5,82,342	2	7	2,99,975	6	4¾
Total number of mehals settled at the time of remission	458	1,60,119	2	0	73,131	9	4
TOTAL ...	1,538	7,42,461	4	7	3,73,106	15	8¾
FOR 1841-42.							
Total number of mehals not settled at the time of remission	835	4,67,978	8	8½	1,41,423	3	2½
Total number of mehals settled at the time of remission	703	2,74,907	0	11	67,866	0	0
TOTAL ...	1,538	7,42,885	9	7½	2,09,289	12	2½

Since the above period there has been no remission of revenue, on account of calamities of season, granted to the proprietors of any settled estates.

9. There has been a considerable increase during the last three years in the number of mehals sold for arrears of Government revenue, as detailed below:—

Years.	No. of mehals sold.	Years.	No. of mehals sold.
1840-41 ...	... 4	1845-46 ...	... 3
1841-42 ...	... 0*	1846-47 ...	... 8
1842-43 ...	... 6	1847-48 ...	... 18
1843-44	... 7	1848-49 ...	... 19
1844-45	... 3	1849-50	... 20

* Six were sold, but the sales were afterwards reversed.

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and at the sale for the realization of the 8th punnee kist of the year 1257, held in June last, 6 mehals were sold, making a total of 94 mehals, in connexion with which the following information is submitted:—

NUMBER OF MEHALS.	Sudder jumma.	Balance for which the estates were sold.	Amount price bid for the estates.	Rate on the sudder jumma.
	Rs. A. P.	Rs. A. P.	Rs. A. P.	
94	73,473 11 5½	28,245 15 5½	3,31,085 0 0	Four-and-a-half times the sudder jumma of the estates.

10. There have been 7,334 summary suits instituted under the provisions of Regulation VIII of 1831 for the recovery of rent during the ten years from 1840-41 to the present time, and in execution of decrees the following dependent tenures have been brought to the hammer with the results as exhibited.

NUMBER OF MEHALS.	Jumma.	Balance for which the tenures were sold.	Amount price of tenure.	Rate on the jumma.
	Rs. A. P.	Rs. A. P.	Rs. A. P.	
56	9,449 4 6	7,703 13 11	14,195 0 0	One-and-a-half times the sudder jumma of the mehal.

A detail of the above cases is subjoined :

In 1840-41 ...	829	1846-47 ...	508
1841-42 ...	793	1847-48 ...	537
1842-43 ...	547	1848-49 ...	422
1843-44 ...	866	1849-50 ...	415
1844-45	1,093	To Nov. 1850	333
1845-46	1,041		

11. Under the provisions of Regulation V of 1812, 2,528 cases have been instituted before the revenue authorities to contest claims for arrears, as per annexed detail :—

In 1840-41	156	1846-47	155
1841-42	179	1847-48 ...	238
1842-43	414	1848-49 ...	265
1843-44	270	1849-50 ...	156
1844-45	306	To Nov. 1850	106
1845-46	283		

12. The settlement proceedings provide 102 putwarees with acres 2,853-0-20 in jagheer, yielding an estimated jumma of Rs. 3,672, or about Rs. 36 annually to each individual. I do not see the advantage of keeping up this class of servants, and would recommend the abolition of the office, and the amalgamation of their lands with the parent estate on its proper assessment; if putwarees are necessary at all, they are so in every estate of any extent, and in Cuttack we have 102 of them distributed over 2,394 estates.

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General Statement of the Outturn of the

District.		Former sudder jumma.	Present sudder jumma.	Increase.	Decrease.	Jumma of resumptions.	Aggregate area cultivated.
		Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	Rs. A. P.	A. R. P.
Cuttack.	Mogulbundee Estate ...	7,46,001 11 0	7,19,343 0 7¼	61,208 8 9¾	87,866 13 2	40,272 0 5¼	584,016 3 20
	Tributary Estates ...	1,04,329 9 9	1,01,576 0 0		2,753 9 9		
	Total ...	8,50,331 4 9	8,20,919 6 7¼	61,208 8 9¾	90,620 6 11		
Pooree	...	4,50,660 2 9	4,09,278 4 4	58,390 12 2	30,781 10 7	40,038 1 6¾	448,497 0 31¼
Balasore.	Settled Mehals	3,41,332 7 2¼	3,83,498 3 2	73,853 6 5	31,687 10 5¼	35,433 14 8	464,763 3 11
	Unsettled Mehals* ...	1,725 1 2	1,725 1 2				
	Total ...	3,43,057 8 4¼	3,85,223 4 4	73,853 6 5	31,687 10 5¼		
	Tributary Estates	4,968 3 5	4,968 3 5				
	Grand Total...	3,48,025 11 9¼	3,90,191 7 9	73,853 6 5	31,687 10 5¼		

Office of Commissioner, 19th Division,
The 7th December 1850.

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Settlement of the Province of Cuttack.

Aggregate area uncultivated.	Rate of hustbood assessment per acre.	Proportion of lands held by moquddums or surbemkars, which tenures are liable to sale for arrears.	Proportion held by middlemen.	Proportion held by ryotwaree.	The rate of sudder jumma per acre.	REMARKS.
A. R. P.	Rs. A. P.	A. R. P.	A. R. P.	A. R. P.	Rs. A. P.	
35,659 1 36	1 13 11	51,114 3 13	110,718 3 30	448,841 2 13		
468,532 1 32¾	1 7 0	302,334 3 27¼	15,997 3 38	062,019 1 86¾	1 0 0¼	
107,943 2 11	1 5 0¾	85,200 2 17	108,870 3 18	270,823 1 14		The net increase of revenue obtained by settlement is Co.'s Rs. 42,165-11-11¾. The average rate of sudder jumma per acre is Co.'s Rs. 0-13-2¼. * These mehals are Killahs Ambo Mungulpore and Putnee which pay jummas fixed under orders of the Government of Bengal, No. 1144, December 18th 1843, and not according to the district settlement.

F. GOULDSBURY,
Commissioner.

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MINUTE BY Mr. A. J. MOFFATT MILLS, COMMISSIONER OF CUTTACK,

DATED THE 23RD JANUARY 1847.

CUTTACK PROVINCE.

REVENUE DEPARTMENT.

SETTLEMENT.—I shall not, I trust, be thought to use a language unbecoming one who took a share in the settlement of the land revenue, when I affirm that the execution of this great work is, with all its imperfections, a blessing, and the extension of it to thirty years the greatest blessing which Government has conferred on this province.

In no districts have the evils of short settlements been more felt than in Cuttack. It was alleged that the temporariness of the settlement, and the disappointment experienced at the postponement of the permanent settlement, were the grievances which led to the disturbances in 1818, but though full and careful inquiry showed that the insurrection in Khoordah was owing to causes with which the system of land revenue settlement had no connection, yet, at the same time, it was admitted and lamented by all the authorities who considered the subject, that if the total assessment was not exaggerated, it was most unequally distributed. The Hon'ble the Court of Directors delivered their opinion in the following words:—"The comparison of the above statements and opinions on the subject of the assessment of the land revenue compels us thus far to acquiesce in the conclusion that Khoordah, and the other resumed lands of Rajwarrah, had indisputably suffered an extreme pressure of over-assessment prior to the breaking out of the late insurrection, while in the very nature and circumstances of the assessment were combined a number of heavy and unaccustomed evils to the whole population, both military and agricultural, of those estates, and that there is strong reason to fear that the rest of the province had also suffered from the pressure of over-assessment, though not in equal degree nor with similar collateral evils." The Vice-President in Council, in the resolutions of the 17th July 1828, concluded with observing, "on the whole, therefore, the Vice-President in Council is strongly inclined to be of opinion that the jumma of Cuttack has been too greatly enhanced, and must in some degree be reduced;" and when it is remembered that on the first settlement of the province, the standard proposed to be adhered to, was the average of the Mahratta gross collections of preceding years, deducting certain unauthorized abwabs, and that the proposed average was nevertheless exceeded in the first instance, and that the jumma was arbitrarily raised and unequally distributed at different times without any reference to the circumstances of the estates, or any knowledge of

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actual assets, it would have been a matter of surprise had the consequences of over-assessment been otherwise than it proved to be.

Mr. Walter Ewer, who was deputed in 1817 to inquire into the state of the country, recorded his opinion in the following terms:—"I cannot think that Government need look to any material diminution of the land revenue, from the inability of the district to pay the whole jumma, but I believe that great inequalities exist, and that the assessment does in reality press heavily on many of the poorer and less industrious zemindars."

During Mr. Ker's administration (1818-19) the jumma of some over-burthened estates was reduced, and much was done by that most able officer to remedy the effects of past mismanagement, to restore order and regularity in the Revenue Department, and relieve the zemindars from their embarrassments.

In 1833 Mr. Wilkinson measured and settled the large Khoordah estate, and Mr. Ricketts followed the same course in 1834, with Noanund in Balasore. Mr. Hunter likewise concluded the settlement of Pergunnah Bakrabad, and Mr. Clark that of Kakur in Cuttack in 1830, but no systematic measures appear to have been adopted to rectify the long acknowledged defects of the revenue system, to acquire correct information regarding the actual produce and rent of estates, to ascertain and secure the rights of the ryots, and make a more equal and just distribution of the burthen of taxation till 1836, when survey and settlement operations were commenced in earnest, and with a cordial desire on the part of the Collectors to surmount the many difficulties with which they were beset. It should be clearly understood that no great increase to the resources was looked for by any of the authorities of the province; even in late years Mr. Ricketts, to whose indefatigable energy, zeal, and experience we are mainly indebted for the accomplishment of this great work, writing in 1837, says: "Increase to the resources need not be looked for in the Khoordah settlement operations. The great estate of Kotdesh, paying a lakh of rupees, is notoriously over-assessed. In the pergunnah transferred from Cuttack there may be a small increase, but in this district no increase to the resources worthy of mention can be expected. In Central Cuttack the northern and eastern pergunnahs may provide a considerable increase; but the result in Patamoondee has shown how little reliance can be placed on general report. In Balasore the increase in the southern pergunnahs will not be less than 25 per cent."

It may not be out of place to notice briefly the process which has been followed in conducting these operations before descanting on the results. It was resolved that the settlement of the whole province should be conducted as closely as possible in conformity with the principles laid down in Regulation VII of 1822, and subsequent enactments and circular instructions; and that it should embrace an inquiry into the area and boundaries of estates, and the rights and privileges of the many classes of the agricultural community, together with an exact determination of the quantity and position of lands at present held under rent-free tenures, and an investigation and decision on

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every such tenure, as to whether such alienated lands were or were not liable to assessment.

The measurement was in the first instance entrusted to the Collectors; but as the Government were neither satisfied with the accuracy of the information such measurements were calculated to convey, nor the limited and insufficient test to which they were subjected, they wisely determined to precede the assessment by a scientific survey, defining the area of villages and their boundaries, and showing the total amount of cultivated, culturable, and barren lands, the sites of rivers, embankments, groves, roads, houses, jheels, and other objects of note, and to place the control of both the professional and khusra surveys of each zillah under experienced officers.

Deputy Collectors were appointed to each zillah for the special duty of demarking boundaries preparatory to the survey, and deciding the boundary disputes. The small number of appeals to the revenue authorities, and the still smaller number of civil suits preferred against their decisions, afford the most satisfactory evidence of the good quality of the work; the important benefits which have flowed from it are too obvious to require comment.

When the survey and measurement of the season were concluded and tested, the maps and papers were sent to the Collector, and that officer distributed the tract of country embraced in them amongst the settlement and resumption Deputy Collectors; the former controlled by the Collector, and the latter by the special Deputy Collector.

In the early settlements, the inquiry into the liability of rent-free lands to assessment had been postponed to a future period; but it having been satisfactorily demonstrated that the lakheraj land indirectly contributed to the payment of the admitted high assessment of the thannee lands, inasmuch as the thannee ryots held lakheraj lands at extremely low rates, from the profits of which they paid their high khalisa rates, it was judiciously resolved that the detailed settlement should be simultaneously conducted with an inquiry into all such claims; experience further suggested the wisdom of uniting the duty of settlement and resumption in an estate in the same officer.

The rent-free claims were numerous beyond belief; it would, however, exceed the limits of a memorandum such as the persent, were an attempt made to detail the measures adopted for the purpose of carrying on the operations in a manner least obnoxious to the feelings of the people, and securing a calm and deliberate inquiry into the rights and interests of the parties concerned. It may be sufficient to say that the rent-free claims in the three districts numbered 277,925; that no stamp duties or fees were charged; that khurreedah maffee claims, which were first considered as invalid alienations, were subsequently dealt with as ordinary rent-free tenures, and retrospective effect was given to these orders; that dewutter and other tenures, the proceeds of which were found devoted to religious or charitable purposes, were considered to be *per se* perpetual, and not liable to assessment, because the grants themselves contained no heritable provisions; that erroneous and illegal resumptions were rectified by the Collectors; that the rules of the 17th

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of April 1840, in as far as they were applicable to Cuttack, were both prospectively and retrospectively carried out; that the settling officers were authorized to relinquish small portions of land not exceeding a few beegahs in each village, for the gram deotahs or village idols; in short, I may confidently state that it has been the earnest desire of the authorities to carry out these unpalatable inquiries in a spirit of extreme moderation and forbearance, with an earnest desire to uphold the rights of all, and I believe all did their duty with a tender and even hand, and in a manner satisfactory to all parties.

On the receipt of the field-book, the Deputy Collector commenced operations. It was his first object to prepare a "teridg" of the lakheraj claims, which he sent to the Collector to number and register. When the registry had been made, he instituted the suits and invited the attendance of the lakherajdars with their receipts (for without the receipts the sunnuds were not traceable); he then called on all the holders of under-tenures, viz., moquddums, surberakars, khureedadars, pudhans, poorsutties (and in certain estates some or other of these holders were most numerous) to show and prove their rights and interest in each case. While this examination was in progress, ameens were deputed, under the personal inspection and responsibility of the Deputy, to fill up the columns, headed "soil and crop," left blank in the field-book. When this inquiry had been completed, and considerable progress made in disposing of the claims of lakhirajdars and intermediate holders, the Deputy Collector proceeded to inquire into the real assets of each village, and make the jummabundee of the khalisa and resumed lands, by defining the rent to be paid by the resident ryots, viz., by the thannee ryots, by the chandinadars, by khureedadars of the first and second class, and finally by the *ex*-lakherajdars, for their several holdings, interchanging pottahs and kubooleuts with each of them to pay the rent imposed thereon. This, his first object, being attained, he next proceeded to classify and assess the nijchas, pahee, and other cultivated and culturable lands *en masse*, thus arriving at the aggregate jumma which the village should pay. The process was undoubtedly tedious and expensive, and it was more than once proposed to introduce the system of making settlements pursued in the Upper Provinces, but no officer conversant with Cuttack revenue affairs countenanced the proposition. The plan was discussed at a conference at the Board in 1841, and wisely abandoned as impracticable Mr. Commissioner Ricketts expressed his opinion on the subject in 1838 in the following words:—"The more experience I acquire, the more convinced I am that the aggregate to detail system is impracticable here. The Board have now seen enough of Cuttack settlements to judge what sort of a settlement it would be if all the relative rights of khureedadars of the first class, khureedadars of the second class, moquddums, surberakars, and thannee ryots were to be left unadjusted; and I rely on their not proposing any alteration in the detail of the proceedings." In the operation report of 1840-41 I recorded my opinion as follows:—"It was agreed (at the conference) that any alteration in the present system of making the settlements and of preparing these papers (settlement records) was unadvisable: and abounding as Cuttack does with such a variety of under-tenures, I think the aggregate to detail system of the Upper Provinces could

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not well be introduced, and sure am I that its introduction would cause great and general dissatisfaction to the country, while, as regards the rents to be paid by the *ex*-lakherajdars, khureedadars, and others, who before held their lands at a quit-rent, or free of rent charges, it would, in practice, be found to retard the settlement operations; the settlement officers must fix the rents to be imposed on these holdings."

In determining the jumma, much was necessarily left to the discretion of the settling officer. In addition to the instructions laid down in the order of the 12th November 1833, paragraph 5, they were requested to attend to the points noted in the margin.

Copy (101 and 102 paragraphs) of Sudder Board's letter, dated 30th December 1836.

101. Thus it is necessary for the settling officer to collect the following heads of information:—

1st.—The very best information he can obtain by every available means, such as putwarees, village accounts, &c., to ascertain what is the rent actually received by every proprietor from every tenant in his village.

2nd.—A classification of the several descriptions of soils, and their respective rates of rent, with reference to their produce and situation, on an average of years.

3rd.—Inquiries into, and comparisons of, the rates of land of the same quality in adjacent places and villages, to a greater or less extent as his judgment or opportunities lead him to make.

102. Having obtained all these data, he then proceeds to determine, to the best of his power, what is the rent actually paid upon a consideration of the whole evidence before him, and when he finds special cases in which, with reference to these data, the rate said to be actually paid is irregularly high or low, he makes a particular inquiry into the causes of it, and either upholds the alleged rate of rent, or increases or reduces it, as in his judgment appears right and equitable.

There was no difficulty in ascertaining the actual rent paid by the thannees, as it was notorious that they were almost invariably assessed at a rate infinitely higher than the produce of their lands, or any concomitant advantages of residence, &c., could enable them to pay; with this safe guide to go by, with the Mahratta papers given into the first Commissioners, comprising detailed jummabundee, jumma-wasilbakee, and jumma-khurruch accounts of each mehal for 1209 and 1210, with the putwaree accounts annually delivered into the canoongoes' office, and with the information gathered from the canoongoes and agricultural community, it was not a difficult task to estimate the rental of the occupied land and to determine what jumma each mouzah could ordinarily pay.

The pahee rents are considered the market rents. The rate of rent actually paid for these lands it was almost impossible to ascertain; the zemindar's accounts invariably understated them. It was generally the practice to assume the pahee average at four annas in the rupee lower than the rates actually assessed on the thannee lands; and experience showed that the settlement officer did not wander wide of the mark in adopting this standard.

It would be foreign to the object I have in view, in drawing up this memorandum, to enter into the often-discussed question as to the policy or otherwise of fixing the rents of under-tenants at all. They have a right to a fixed money rent and to permanent occupation of their tenures; and though the fixation of rents for long periods may be, on principle, illusory, yet as it is the only security we can offer against unlimited and unscrupulous exaction, it is our duty to afford it when demanded. The thannee rents have been generally lowered, and with it the condition of the ryot has, I hope, been improved.

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MOQUDDUMS.—The principle laid down for the treatment of this class is noted in the margin. The allowance fixed for the moquddums was 20 per cent., and where the villages were exposed to great inundation, 25 per cent.; he received on the half rentally-settled lands 7½ per cent.; the zemindar was allowed on the moquddumee jumma 15 per cent., and on the half rentally-land 7½.

Village proprietors, who paid through a superior at the session, and have since similarly paid through a superior, shall continue so to pay until they prove the right to separation in a court of justice, the rules prescribed in section 16, Regulation VII of 1822, being duly observed in each case by the officer who makes the settlement, under any modifications subsequently imposed by new rules.

That the moquddums who shall be found in possession of a fixed tenure, shall receive such proportion of the gross assets of the villages (either in land, money, or kind, according to usage) as in the judgment of the revenue authorities shall be considered a fair allowance, he paying a full and equitable rent to the party under engagements with Government for all the land within the tenure.

That the party under engagements with Government shall receive the malikana allowance on the net jumma prescribed by the regulation; and such further allowance on account of risks and expenses, not exceeding (malikana included) 20 per cent. on the jumma, as may be judged right by the revenue authorities, unless under special circumstances.

The mowroosee, or old hereditary moquddums, were doubtless the "rightful proprietors of the soil," and their tenures are of a heritable and transferable nature. The documentary evidence which was mostly relied on in support of their title, was the Mahratta papers, to show that they or their ancestors held the village as moquddumee at the time of the cession; lakheraj sunnuds and kubalas, to prove that they had, during the Mahratta administration, granted lands as lakheraj tenures, and had sold the right of property in portions of their moquddumees; and the putwarree papers, to testify that they had paid an invariable rent, increased only by a due proportion of the "izafabesee" imposed on the whole talook by Government.

The claim to separation has not been acknowledged, and I doubt whether, under the provisions of clause 9, section 4, Regulation XII of 1805, the civil court would recognize it.

SURBERAKARS.—The settlement proceedings were at the outset marked by much inconsistency in the matter of these tenures, but after the correspondence noted in the margin it was determined, *firstly*, that the surberakaree tenure be recognized as one of the existing tenures of Cuttack; *secondly*, that the Collector, at the time of making a settlement, must, in the case of moquddums, fix the share of the existing rental to be allowed to the surberakar, and the amount payable by him, from the village under his management to the zemindar; *thirdly*, that if a surberakaree tenure be found at the time of settlement in possession of several joint-surberakars, the Collector, with the concurrence of the zemindar, may select one or more of the body to be the recorded manager of the surberakaree; *fourthly*, the surberakars selected and recorded cannot be ousted from their tenures, except for default of payment of rent, or for mismanagement, proved to the satisfaction of the Collector; *fifthly*, that the tenure should never be admitted at the time of settlement as a hereditary property, unless it shall have been held as such uninterruptedly from a period antecedent to the British accession, or antecedent to the 14th October 1803, and unless the claimant be in possession of the tenure at the time or within a year previous to the settlement; *sixthly*, that in cases in which hereditary succession or uninterrupted occupation cannot be

Commissioner to Board, 3rd April 1838.
Board to Commissioner, 6th November 1838.

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shown, but the claimant himself has been long in possession, and is in possession at the time of settlement, the Collector may, in consideration of occupancy, and according to its duration and circumstances, propose temporary admission of the tenure, for such terms and on such conditions as the case may seem to require; *seventhly*, that no admitted surberakaree tenure, hereditary or temporary, can be alienated or subdivided without the consent of the zemindar.

To the temporary surberakars a deduction from the gross assets, to the extent of 15 per cent., and to the mowroosee surberakars 20 per cent., was allowed. In mowroosee surberakaree villages the rent of the resumed lands is paid through the surberakar, the latter receiving 7½ per cent., and the zemindar an equal amount of percentage on the product.

PUDHANS.—This tenure is chiefly met with in Southern Cuttack. In Mr. Stirling's minute, in which, amongst the distinctive characters of the pudhans, he remarks that "there is this obvious difference, that the pitrala or jagheer land of the moquddum is a fixed and settled quantity of ground, whilst the pudhan is in theory allowed to cultivate one beegah free of rent, from every 20 beegahs of ryotee land brought into cultivation in the village." But even this distinction scarcely holds good in practice. They possess, like the moquddums, hereditary and transferable rights, and have been treated like these holders in the matter of malikana, with this exception, that while to the latter the right of re-entry on recusancy has been disallowed, to the former it has been conceded, under the following rules:—

If the said parties shall prove that they possess hereditary transferable pudhanee rights, they shall be entitled to receive 5 per cent. malikana upon the jumma, in lieu of any rights of management or lands in the said village, and on the conclusion of the settlement they shall again be admitted to engage, upon their agreeing to such jumma as may be then fixed. If the said parties shall fail to prove hereditary transferable pudhanee rights, they shall be declared to be excluded.

KHUREEDADAR.—These have been divided into two classes. The khureedadars who purchased their lands from the zemindars, and are therefore considered entitled to all the immunities of full proprietorship, including malikana, if recusant, have received a deduction of 30 per cent. from the assets of their tenures, the difference between that and 35 per cent. going to the zemindar to compensate for the trouble and responsibility of collecting the rents.

The khureedadars who purchased from moquddums constitute the second class. They have been considered to have no right to malikana. They are merely representatives of moquddums and have been treated like them, the zemindar's malikana being fixed on the same scale as that granted in moquddumee villages to moquddums, viz., 20 per cent. to the khureedadar, and 15 per cent. to the zemindar. The khureedadars of this class forfeit all claim to re-entry by recusancy.

In villages under moquddumee management, khureedadars of the second class pay their rent through the moquddum. The moquddum is remunerated with 7½, and the zemindar with 7½ per cent., for rendering themselves responsible for the collection. It is not considered that tenures of the second class which have been admitted at a settlement, will become null and void on a sale for arrears. Tenures created subsequent to the conquest are vitiated thereby.

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POORSUTTIES.—These are managers of a putna or village, and their rights and privileges are akin to those of surberakars, and have been similarly dealt with as regards malikana.

RESUMPTIONS.—Proprietors of tenures exceeding 75 acres have been admitted to immediate engagement with Government, and are entitled to malikana on recusancy.

Lakherajdars, whose tenures are less than 75 acres, have been permitted to hold their lands as dependent talooks. The zemindars are considered to have no title, under the law of 1793, to be regarded as proprietors, &c., and in that capacity to receive malikana on the rental of resumed lakheraj lands. The lakherajdars whose tenures are situated in moquddumee villages, pay through the moquddum, the zemindar, and moquddum respectively receiving $7\frac{1}{2}$ per cent. on the payments for which they severally, become responsible.

Section 22, Regulation XII of 1805, declares the revenue assessed on resumed lands to belong to Government, and the second clause of the same section provides that the settlement should be made with the disseized lakherajdars, not with the zemindars.

NOTE.—In some cases the moquddums have been granted 10, and the zemindars 5.

The resumed lands have been assessed very moderately. The Collectors were particularly enjoined not to attempt to make them pay (without reference to previous payments) at the same rate as the surrounding hasilat. To have assessed these lands at the rate paid by ryotee lands of the same quality would have, in fact, nullified the great boon of a half rental settlement, so graciously granted to the lakherajdars of Cuttack, who had possession of their holdings before and since the conquest.

The following rules have been observed in regard to absent and recusant proprietors of resumed tenures:—

The lands of an *absent* proprietor are farmed for a period of ten years, under section 29, Regulation VIII of 1793; those of recusants for 12 years, under section 12, Regulation VII of 1822: in either case they are entitled to malikana.

Sudder mohals or tenures of 75 acres in extent and upwards.

The right of re-entry is absolute, not relative; if the proprietor *recuses*, he is allowed the option of re-entry after the period of ten years; if he does not *attend* after the issue of the notice, he is held to have forfeited all right of re-entry. The time for attendance ceases with the confirmation of the settlement. Every indulgence was conceded to the talookdars or occupants in the matter of attendances; they were allowed to settle for their holdings during the period which intervened between the closing of the roidad and the confirmation of the settlement proceedings, and a ready disposition was generally evinced by all to engage for their holdings. On no account should petitions for re-entry be now entertained.

Dependant talooks less in extent than 75 acres.

MALIKANA.—The zemindar's allowance, to cover malikana, risks, and expenses, was first limited to 30 per cent.; but, under the orders of the 6th of January 1840, 35 per cent. was fixed as the minimum, with permission to increase it to 40, in cases where the particular circumstances of the estate justified the indulgence. The assessment of estates which first came under settlement was, perhaps, not so equitable or moderate, though it was by no means excessive, as that of estates which were settled when the authorities had acquired experience and a knowledge of the country. In the former, too, the culturable land was prospectively assessed; in the latter, that only which owed its state to

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fraudulent intention was brought on the jummabundee, and it was under such circumstances that I recommended the application of the 35 per cent. orders to the former estates. It was, however, not deemed expedient to comply with the recommendation.

The village staff, such as barber, blacksmith, washerman, &c., has been established in the possession of their jagheers.

In large estates the putwarees have been remunerated by a grant of land, while in those of small extent, the zemindars and putwarees were left to make their own arrangements, subject only to the interference of the Collector, in the manner laid down in Regulation XII of 1817.

The village chowkeedars are also paid in land, but I regret to state that they have not been placed on such a footing as to engender in their minds any fear of being deprived of them on account of misconduct. In the early settlements it was the practice to increase the jagheers, so as to give each man 4 acres of jagheer lands. In 1841 it was determined to introduce money payments; but this plan having been objected to, on the score of the great expense it would involve, the Government desired the Sudder Board to ascertain and report on the system in force in the Upper Provinces, prohibiting a return to the jagheer mode of payment until further orders. No orders having since been received, the Settling Officers left the jagheers as they found them.

The financial effect of the settlement is exhibited in the following Statement, in which I have also added the jumma of the different temporary settlements, from the time we took possession of the country up to 1236, the year in which the settlement was last revised:—

Years.	Killahs.	Mogulbundee.	Total.
1212	1,00,394 8 7 2	12,03,107 6 1 2	13,06,501 14 9 0
1213	1,06,954 1 4 0	11,19,750 1 3 0	12,26,704 2 7 0
1216	1,19,641 4 17 1	11,27,944 0 10 3	12,47,591 5 8 0
1217	1,18,995 13 3 3	10,85,594 11 8 3	12,04,590 9 2 2
1219	1,17,686 9 11 1	13,00,317 1 1 3	14,48,003 10 13 0
1220	1,18,021 9 11 1	13,86,141 2 7 0	14,54,162 11 18 1
1224	1,20,411 9 11 1	14,00,829 0 12 2	15,21,240 10 3 3
1228	1,20,411 9 11 1	13,05,907 8 8 1	14,26,319 1 19 2
1229	1,20,411 9 11 1	13,32,498 8 15 0	14,52,910 2 6 1
1226	1,20,411 9 11 1	13,91,568 1 17 1	15,11,979 11 8 2
Cuttack, 1236	98,029 5 5 1	6,93,057 2 1 3	7,91,086 7 7 0
Balasore, 1236	4,657 11 3 2	2,86,043 0 14 0	2,90,700 11 17 2
Pooree, 1236	17,724 9 2 2	4,12,467 15 1 2	4,30,192 8 4 0
1237.	*Killahs.*	*Mogulbundee.*	
*Cuttack ...	98,029 5 5 1	6,93,057 2 1 3	
Deduct on account of Dompara	1,250 0 0 0	add—1,522 3 8 3	On account of increase of jumma of mouzah Kukhar and canoongoe jagheer resumed.
Total	96,779 5 5 1	6,91,579 5 10 2	
	or Co.'s Rs. 1,03,251 4 3 0	or Co.'s Rs. 7,40,863 14 1 0 Grand Total Co.'s Rs. 8,44,115 2 4 0	

* The details of Balasore and Pooree were not forthcoming.

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District.		Number of Mehals.	Former Sudder Jumma.	Number of Mehals as per settlement.	Present Sudder Jumma.	Increase.	Decrease.	Of increase the proportion derived from resumption.
Cuttack	...	1,550	8,50,331 4 9	2,245	8,23,481 5 8¼	63,718 1 2¼	90,568 0 3	44,430 8 0
Khoordah	...	198	4,50,660 2 9	273	4,70,177 6 6¼	58,377 7 8¾	38,860 3 11¼	47,372 14 7¼
Balasore	...	760	3,53,659 4 11	922	3,95,971 9 1	79,806 8 7	37,494 4 5	35,476 14 10
Total	...	2,508	16,54,650 12 5	3,440	16,89,630 5 3¾	2,01,902 1 6	1,66,922 8 7¼	1,27,280 5 5¼

The following is a Statement of the number and jumma of mehals engaged for, and thrown up (to be held khas) by their proprietor, and this is the best test of the success of the settlement:—

Names of Zillahs.		Number of Mehal on the rent-roll.	Mehals held khas in consequence of recusancy of proprietor, and Sudder Jumma.		Mehals farmed out in consequence of recusancy of proprietor.		Government Mehals, khas and farmed.	
			No.	Jumma.	No.	Jumma.	No.	Jumma.
Cuttack	...	2,245	18	1,183 9 3	27	7,208 6 9	10	2,255 10 1¼
Khoordah	...	273	6	2,18,841 13 11¼	8	2,126 10 8½	1	6,743 13 6¼
Balasore	...	922	6	486 2 11	10	2,273 2 0	12	17,456 10 4

The Statement speaks for itself: recusancy has been the exception. The expense incurred in these laborious operations was enormous. The accounts closed up to the 30th of April 1845, from which time the settlement may be said to have been brought to a final termination, showed a debit of Rs. 20,36,348; against this, we have a net increase in the revenue of the three districts of Rs. 34,979-8-10¾.

This increase, it must be admitted, is inconsiderable; but neither was much augmentation expected, nor was this great work undertaken with the view to enhance the revenue of the State. The important objects contemplated by the measure, I quote from the 53rd paragraph of my operation report of 1843-44, were "to ascertain the area of each estate and the valuation of the land; to equalize the assessment, which had been fixed and augmented at hazard, without any reference to the capabilities of the mehals, and which pressed with much severity on many of the poor zemindars; to fix the boundaries of estates; to decide all disputes relating to them on the spot; to settle all questions of rights and tenures

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between landlords and tenants; to tax the validity of the multitudinous rent-free tenures—a task which few hoped to see achieved." When it can be confidently stated that all this has been done, that each estate has been measured and surveyed, that the rents of each resident cultivator have been fixed, that 277,925* claims to hold lands free of rent charges have been judicially investigated, in a manner which has repeatedly called forth the approbation of Government; that the individual rights of the khureedadars of the first and second classes, moquddums, surberakars, pudhans, poorsutties, aymadars, tunkeedars, and thanee ryots, numbered by thousands, have been ascertained, and separately and distinctly recorded, it will, I think, be fully conceded that operations which have conferred such permanent blessings on the people, and will be so beneficial to Government in a fiscal and judicial point of view, have not been dearly purchased.

* Cuttack	...	149,449
Pooree	...	46,803
Balasore	...	81,673

As regards the subordinate agency employed in conducting the settlements, the field of selection, confined as it chiefly and most properly was to the natives of the province, who were the best acquainted with the local peculiarities, the customs of the people, and the landed tenures of the country, was small; but it is satisfactory to state that neither my predecessor nor myself had occasion to bring to the notice of the Board any grave misconduct on the part of any officer; while, on the other hand, the meritorious exertions of many received the marked commendation of Government. * * * * *
I feel confident that the assessment has been fixed as high as the resources of the province warrant, and that the revenue derived by Government is quite as large as could be drawn, consistently with the comfort and prosperity of the people.

In the Settlement Department all that remains to be done is to settle and incorporate with the general estate the petty tenures which may be resumed by the Special Commissioner, and release the lands confirmed by that functionary. With the view of bringing the Special Commissioner's proceedings to a speedy termination, I was authorized to exercise a discretionary authority in confessing judgment in those cases in which it was not deemed worth while to prosecute further, and there now pend only 55 appeals for the three districts, so that there is some hope, especially as the door of appeal may now be said to be closed, of an early and final settlement of the rent-roll. At present the frequent changes of jumma involve confusion in the accounts.

REMISSIONS.—No promise has been held out to the zemindars of obtaining suitable remissions on the occurrence of general calamities of seasons, but it may be said to be implied; and the settlements cannot, in my opinion, stand the test of all seasons, Cuttack being a province which is confessedly subject, as the Court of Directors write, "to seasons of extreme uncertainty, and liable to the most remarkable vicissitudes of drought and inundation."

In 1834-35 the country was laid waste by inundation, and Rs. 1,86,942 of the revenue of the province were remitted. In 1836-37 a severe drought desolated the province, and Rs. 4,52,532 were remitted. In 1837-38, a similar calamity occurred, causing a further remission of Rs. 5,87,146. In 1842-43 the province a third time suffered from an early cessation of the periodical rains, when Rs. 4,86,625 of the revenue were remitted.

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Under the just and liberal terms of the present settlement, the zemindars may fairly be expected to bear ordinary losses. In 1844-45 the estates bordering on the Soobunreka were greatly injured by inundation, and remissions to the extent of Rs 10,365-6-11 were proposed by the local authorities, but the Board did not consider the injury to be of such an extent or nature as to entitle the zemindars to the indulgence. The proposition, therefore, was not submitted to Government. In the following year a like inundation occurred, and the Government, under the dictates of sound policy, remitted Rs. 11,587-6-9 of the revenue. In the same season, parts of Cuttack and Pooree suffered similarly, in some places with greater severity than in others. Guided by the Board's orders in the case of the Subunreka mehals, I recommended a suspension, instead of a remission, of revenue. A moiety of the demands was accordingly suspended; and as the crops of the present season are unprecedentedly good, the zemindars, it is to be hoped, will be able to struggle against the disasters of the past year. I, however, strongly deprecate the system of drawing on the future; the Ooriah zemindars are not only improvident, but extravagant; they have no means of subsistence besides the collections from their lands, and to make the demand payable in coming years adds to their distress. I am of opinion that it would be far better to remit one-fourth of the loss sustained, than suspend the demand to the same extent prospectively for even two or three years. The Collector of Balasore has reported that some damage has been done to the crops in the neighbourhood of the Subunreka and Byturnee from the floods; and the Collector of Poree likewise writes that the breaching of some bunds on the Bargobie has caused extensive mischief in Rahang and Chowbeskood. If the damage has been extensive, it would be ruinous to the sufferers to refuse remissions commensurate with the injury sustained, more especially as their losses were heavy during the past year and they obtained no relief. In Rahang and Chowbeskood, which are khas, relief must, of course, be given to the cultivators.

The Court of Directors, in their despatch on the affairs of Cuttack, above quoted, very properly remark that "much of the distress which "has been ascribed to over-assessment may, perhaps, be more justly "regarded as the inevitable consequences of calamity of season in a "country where, from want of captial, every partial failure must be "likely to produce the most lamentable effects." Time has but served to confirm the truth of these observations.

EMBANKMENTS.—The province of Cuttack, being intersected with rivers and mountain torrents, is peculiarly liable to inundation; the bunds which have been constructed from time to time, with a view to protect the lands from inundation, and thereby improve and extend cultivation, have become works of magnitude and importance, and, of course, are a source of heavy expenditure to Government. It is said that embankments are, in the long run, productive of far more mischief than good; that the beds of the rivers are gradually raised above the level of the surrounding country, and though the bunds afford protection in ordinary cases, yet, when they do give way, they cause the most appalling losses. The system has too long prevailed to admit of so sweeping a remedy as the levelling of all the bunds, while it is impossible to estimate what would be the consequence of such a measure; at all events the question cannot, and should not, be entertained until the

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present settlement expires, as, in estimating the assets of each estate, regard has been had to the continuance of the embankments which protect them.

It also appears to me extremely doubtful whether the removal of the bunds would be attended with loss or gain to Government. Some estates might be improved from alluvial deposits; but I am led to think that the good would be more than consumed by the injury which the sandy deposits, so common in the Cuttack rivers, would do to the soil. In my letter to the Sudder Board, dated 19th August 1846, No. 1488, on the subject of the Chilka Lake bunds, I have advocated the maintenance of the bunds in the most efficient order, and I am of opinion that an ill-judged restriction of the estimates would be productive of the most extensive mischief. Sluices in the bunds afford the greatest facilities for irrigation, and therefore tend greatly to ameliorate the disastrous effects of drought. I represented to Government that the zemindars would not bear half of the expense which the Government required as the condition of constructing sluices, because of the costliness of the works and the small profits of their estates, and urged the policy of Government bearing the whole expense, on the grounds that it would diminish the liability to loss from drought, and thereby benefit the State. This boon has been granted. The utility of the sluices only requires to be more known to be better appreciated. Some rules have been framed for the guidance of the Collectors and executive officers, in receiving and inquiring into applications for the erection of these works.—*Vide* Sudder Board's letter dated 21st October 1845.

PUTWAREES.—The provisions of Regulation IX of 1833 have been enforced in the province. The zemindars are required to furnish a bean, a jumma-wasil-bakee, and a list of putwarees annually, on the 1st of November each year for the year preceding; one set of accounts is kept by the putwaree, and the other is deposited in the canoongoe's office. The putwarees are required to forward yearly to the canoongoe a statement showing the changes of liability in the holders of intermediate tenures.—*Vide* my letter dated 5th of October 1844, to all Collectors, and 22nd of July 1846, to Collector of Balasore, for the instructions to be observed in the registration.

It has been ruled by Government that the penalties prescribed by sections 14 and 15, Regulation IX of 1833, and not the penal section of Regulation XII of 1817, should be enforced against those zemindars who neglect to give in their accounts.

The Collectors of Balasore and Khoordah report that the introduction of the provisions of sections 12 to 15, Regulation IX of 1833, has answered the desired purpose. The Collector of Cuttack states that the rules of the regulation have, as a means of enforcing the production of the village accounts, signally failed.

For many years previous to 1818-19, the state of the collection was most unsatisfactory: the accounts exhibited heavy balances, the revenue of the current was appropriated to the payment of that of the past year, and numerous and sweeping sales of estates took place, in which much fraud was practised. In the year above quoted, Mr. Commissioner Ker suggested the enactment of Regulation X of 1818, with the view of ensuring greater regularity and punctuality in the collection of the revenue, and with the hope of preserving the remnant

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of the original native landholders of Orissa in the possession and enjoyment of their property. Under this law the revenue is now collected, sales for arrears are avoided as much as possible, and are, I am happy to say, rare, and Mr. Ker's name is now adored for it.

This dustuck system, as it is called, is not in favour with the Collectors; in my opinion it is far more suited to the existing state of things than periodical sales at fixed times of the year; the voice of the people, too, is against fixed sales; the zemindars are as a body poor, and they prefer the system of dustuck, with its attendant expensive processes, from the conviction that, though they suffer in person and pocket thereby, it is the means of saving their estates from the hammer.

KHAS MEHALS.—The number and jumma of zemindaree and Government mehals held khas is, in Balasore and Pooree, very small. In the southern division they pay a jumma of Rs. 2,18,841 per annum, the large estate of Khoordah* is managed by Deputy Collector Modhoosoodun Patnaik, a native of the country; the settlement was made ryotwaree, and was conducted by that distinguished officer, Mr. Wilkinson, after 18 years' local experience. Each ghur, and sometimes each village, has its headman and accountant; in some there are subordinate surberakars; the different descriptions of persons who have entered into engagements with Government are noted in the margin, and a brief abstract of their rights and privileges will be found in Mr. Wilkinson's settlement report. I would further invite attention to the admirable system of management pursued by that officer (and which is now carried out by the Deputy Collector in charge), as well as to the moderate and just principles on which he adjusted the assessment. The results have been most gratifying; the extent to which cultivation has been carried is quite remarkable; pottahs have become saleable and are frequently mortgaged, and a spirit of happiness and content has taken the place of disaffection and disgust.

* Jumma Rs. 1,35,720.

1. Dulbehars.
2. Khundaits.
3. Bessoes.
4. Dallaus.
5. Naiks and Behra Naiks.
6. Roth Kurn.
7. Byl Kurn.
8. Bhocimool.
9. Cowree Chagia.
10. Ameens.
11. Seema Kurn.
12. Buswita.
13. Vakeel.
14. Pathan and Behra Pudhan.
15. Bhoe or accountant.
17. Poorsutties.
18. Pudhans.

The large estates of Kishen Chunder, Kishennuggur, and Rahang are the property of the widows of Lulla Baboo of Moorshedabad. They have been long* held khas, and it would be much to the advantage of the people that they should remain so. The lands are much exposed to inundation, and for the last three seasons the crops have suffered extensive injury; the repairs of bunds on the banks of the lake have been likewise neglected by the neighbouring zemindars, which has caused a good deal of productive land to be thrown out of cultivation. The Collector proposed, and I supported the proposition, that Government should take charge of these embankments, which were originally constructed by its officers, but the officers of the Department of Public Works objected to replace them, from the apprehension that they

* *Note.*—They were made khas in 1813, and it was proposed to purchase them on the part of Government, in order to conciliate the good will of the ryots, but the bargain has not been yet effected.

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would tend to raise the bed of the lake, and interfere with the natural drainage of the country.—*See* Sudder Board's letter and enclosures dated 4th July 1846, No. 155.

The estates above mentioned are under the immediate superintendence of Nilmonee Birm, Deputy Collector, whose management is very efficient; he is specially required to look after the culturable land, and to endeavour to bring it under crop.

The khas estates in the other districts do not require particular remarks; the jumma of Noanund, in zillah Balasore, the property of Government, is rather weighty, but Mr. Brown manages the property with much success, and the assets have not materially deteriorated.

There may be two or three estates in which the pressure of the jumma is excessive; but I have strongly set my face against allowing any of the recusing proprietors to engage for their mehals on lower than the sudder jumma, plus 5 per cent. malikana, or the engaging proprietors to throw up their mehals on the plea of over-assessment and deficiency of resources, or of losses occasioned by inundation, because I feel assured that, in nine cases out of ten, there are no real grounds for complaint; and, moreover, the principle would be productive of the most mischievous consequences: the zemindars would allow their estates to run to waste and ruin in order to obtain fraudulently a reduction of the demand.

WARDS' ESTATES.—The number and jumma of mehals under the protection of the Court of Wards are noted in the margin.

Name of Zillah.	Number of Mehals.	Amount of Sudder Jumma.		
		Rs.	A.	P.
Cuttack ...	23	68,753	7	10¼
Khoordah	4	1,758	9	8¾
Balasore	6	17,985	13	1

In Cuttack the number is large; but, with the exception of Aul and Kunka, which are tributaries under the regulations, they are mostly farmed, and give no trouble.

THE AUL ESTATE.—The "zangira" system of management prevails in the Aul and Kunka killahs, the heads of villages engage for the payment of the revenue of the village, and one malgoozar becomes security for the other malgoozar, from which circumstance it is called the "zangira" system. Mr. Collector Tayler, of Cuttack, raised objections to the system of management, which were overruled by the Board, as the system was not only practically successful, but was not at variance with the discretion vested in the revenue authorities by clause 1, section 3, Regulation VI of 1822. I would invite attention to my letter No. 1216 of the 8th April 1840, in which the system is fully explained.

The mouzawaree assessment was adjusted on a reference to the average demand and collection of former years, checked by such information as was to be acquired regarding the actual state of cultivation, by local investigation, by the accounts of the karjees, and, where necessary, by the deputation of ameens, and was first fixed for three years. At the termination of the lease it was re-adjusted for five years, all inequalities of assessment being rectified, and the jumma, where found too heavy, lightened. This lease was again renewed for five more. At

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the end of next year the last settlement will expire, the Rajah will obtain his majority in April next, and I proposed to make over to him the mehals from 1255. This will give him some time to look about him, and obtain some knowledge of the resources of his property before he is required to make a new settlement with his surberakars.

The Rajah's father was a person of the most dissolute habits, which became habitual, and impaired his faculties to such a degree as to render him incapable of managing his affairs. His servants and others, if they did not encourage his sensual gratifications, certainly turned them to account, for they defrauded him of a large amount of personal property and accumulated for him a heavy load of debt. At the representation of the present Dewan, the Sudder Dewanny Adawlut recommended the interposition of the Court of Wards, which was granted by Government, and has been the means of rescuing this, the oldest and most respectable, family in Cuttack from overwhelming destruction. At my suggestion, as Collector of Cuttack, Government was pleased to advance a sum of money to pay off the debts, which I compromised with the creditors, and discharged accordingly, and the young Rajah has now the prospect of entering on possession of his valuable estates with about Company's Rs. 85,000 of cash in hand.

Great pains have been taken to fit the young Rajah for the position to which he will be soon raised; and had his natural abilities been on a par with his application, our hopes would have been realized. He is, however, a well-meaning lad, and has shown no disposition to indulge in vicious or profligate habits.

KUNKA.—The late Rajah fell the victim, at an early age, to habitual indulgence in the worst kinds of debauchery and sensuality. He incurred debts to the amount of Rs. 1,10,337-2-7, and so misgoverned the country that discontent and resistance began everywhere to appear. He at first solicited the interference of the Collector in the conduct of his affairs, and petitioned me to settle his estate. Unwilling to see so valuable a property pass into the hands of strangers, and anxious at all times to preserve the old families of the country, I sanctioned the attachment and settlement of the lands; and the Rajah soon after dying, I authorized the Collector to bring the estate under the jurisdiction of the Court of Wards.

The lands were measured, and a detailed settlement was made of each village, under the superintendence of Mr. E. T. Trevor, Deputy Collector, which came into operation from 1253 Umlee.

The leading principles of the assessment, which were adopted with the concurrence of the Rajah, were to uphold the former rates; to assess land held in excess of the pottahs (after deducting one-fourth in every beegah for close measurement) at the average of the individual's payment; to assess the resumed paikan lands at half the rate of the ryotee lands; not to interfere with tunkee payments, but to assess the towfeer of such lands at one-half of the average rate of the tunkee rent and ryottee rate per beegah; to assess the lands of those paiks whose services the Rajah wished to dispense with at half rates in cases where they have not hitherto paid a jumma equal to a moiety of the ryotee assessment, and in those cases where it has amounted to a moiety, to raise the former payment a little; to settle the towfeer lakheraj lands with the maliks at half-rates; to consolidate and incorporate with the land the numerous

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abwabs and cesses which were levied from the ryots and were the source of constant litigation and heart-burnings; and, lastly, not to touch the lakheraj or tunkee lands. The assessment is moderate. The ryots have willingly signed the jummabundee papers in token of satisfaction, and 456 out of 496 villages under cultivation had been taken in farm up to the end of April last at the mofussil jumma, less 15 per cent. for expenses of collection. Nineteen villages were held khas in consequence of the damage done to them by the inundation, and twenty were stated to be waste and not likely to be made productive without an embankment for keeping out the salt water; the quantity of fallow land is very large, which is owing to neither the Rajah's father nor himself having taken any steps to repair the injuries which the great gale of 1233 did to this estate. In 1841 I saw large plains, which had formerly been under crop, without a vestige of cultivation or a sign to mark the habitation of men but the mounds on which the dwellings before stood. The zemindar's pottah talika gave a rental of Rs. 48,014-2-8. The assets by the settlement, exclusive of culturable lands, are taken at Rs. 79,113-5-8.

I have, in place of the zemindar and exercising the powers of the Court of Wards, approved of the settlement; and, under judicious management, it will, I think, conduce to the prosperity of the country and to the happiness of the people, as well as benefit the zeminder. The state of the collections in this estate is not satisfactory; and as I entertained doubts whether the Collector could, with reference to his other duties, pay that attention to the management which the circumstances of the case seemed to require, I deemed it advisable to assign the superintendence of the management to Deputy Collector Ram Pershad Rai, who will be able to exercise more local supervision, which is what is most wanted to put things in order.

The paiks of Koojung and Kunka are a very troublesome class, and it is a wise and politic course to allow them, as has been done in the latter estate, to subside and to amalgamate with the ryots. The individuals noted in the margin are continually exciting the ryots to withhold their revenue, and in other ways fomenting discord. The Collector is aware of their intrigues, and will, I hope, counteract them; but a vigilant eye should be kept on their proceedings.

Suddanund.
Purbanund Swantra.
Sudasib Mohapasaet.
Bydyadhur Mohapasaet.
Nursing Sreedhur Naik.

The Rajah left two minor sons by "Phoolbaiees," the elder is deformed and a cripple. He is a very sharp, though headstrong, boy, and not disposed to study. The younger is very fond of his books, and has entered the English school of his own accord.

The crops of Kunka and Aul, as well as some other of the Wards' estates, suffered extensive damage in the season of 1845-46 from inundation, and it has been found necessary to make remissions to the farmers and ryots. In the case of Kunka and Aul, I considered that the farmers ought to be able to supply, from their own resources, a portion of the losses, and therefore suspended in Kunka 5-16ths, and in Aul 7-16ths of the amount proposed for remission, making it payable in the current season.

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ATTACHED ESTATES.—The number and jumma of mehals thus circumstanced are as follows:—

Number	9
Sudder Jumma ... ... Rs.	8,060-3-3¼

The only mehal deserving of particular notice is Koojung, a tributary estate, subject to the operation of the regulations. It was attached from the commencement of the present year at the earnest solicitation of the Rajah, who, brought to the verge of ruin, came into Cuttack and personally implored my interposition to administer the country and to make a settlement with his creditors. He agreed to sell off his personal property and reduce his establishment; this he has done, and, under good management, there is every reason to believe that in three years his fine estate will be restored to him free from incumbrances.

The instruments employed by the Rajah in managing his estate were of the most worthless description, and the condition of the country has necessarily deteriorated. His subjects also had shown a spirit of opposition.

The management which has been so successfully followed in Aul and Kunka, and which is, in fact, the native system, will be introduced in Koojung; and I have directed that Deputy Collector Ram Pershad Rai should, as soon as the necessary information and accounts shall have been obtained by the tehsildar, proceed into the mofussil and determine the jumma which shall be laid on each village, and settle it with the headmen; the engagement is to be for two years only, in order that, before their expiration, such knowledge may be obtained of the resources of the killah as will admit of the adjustment of the assessment for the remaining period of attachment.

The management is directed by Mr. T. B. Mactier; and I propose, when the funds admit, to settle the estate on the principle of the Kunka settlement. The Rajah, seeing the beneficial effects of the latter, has solicited this favour.

VERNACULAR SCHOOLS.—Eight schools have been established—3 in Balasore, 3 in Cuttack, and 2 in Pooree.

My hopes in regard to the popularity of those institutions, except in the town of Balasore, have not been realized, but I do not despair of eventual success. To mark the progress they make, I called for a half-yearly as well as an annual report, and I would recommend that it be continued for some time longer. The community of Balasore have petitioned for the establishment of an English school, and have expressed their willingness to defray all expenses incurred in the erection of the school-house, provided the Government will appoint masters. The Government say that, "if the classes who seek the benefits of an English education are able and disposed to contribute towards the instruction of their children, His Honor will select Balasore as one of the first stations to have the advantage of an English Government school, whenever it may be determined to add to the number of the existing Government institutions."

SETTLEMENT RECORDS.—Next to fixing the assessment is to secure its benefits to the people, and this can only be done by the preservation of the records in which the rights and immunities of the several classes

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of the proprietors and occupiers of land, and the actual state of the country, its resources, means, and capabilities of further improvement are recorded. For the purpose of indexing and arranging the papers, pergunnahwaree and mouzahwaree, a temporary establishment has been for some time employed in the three Collectorates, under the control in Cuttack of Deputy Collector Ram Pershad Rai, in Pooree of Nilmonee Birm, and in Balasore of Kishenkant Mitter. The progress in Cuttack has been most satisfactory, the arrangement having been brought to a state of completion.

In addition to this duty the Deputy Collectors are instructed to compare the rukba, jummakhurch, and jummabundee of each mehal with the bhoureah, in order to ascertain whether the lands measured as lakheraj and tehsil alahidah have been duly accounted for. This work will occupy some time, but the time and money spent will, I think, have been well bestowed; for, adverting to the multitude of lakheraj claims and the entanglement of the tehsil alahidah tenures, it will not be a matter of wonder that some have, through inadvertence, escaped investigation.

The result of this comparison, as far as it has yet gone, is noted in the margin, and shows how necessary is this scrutiny to the completeness of the work and the value of the records.

CUTTACK.
It has been ascertained that in 505 mehals 235-18-10 of land have escaped notice, and 40-3-4 in excess of the kharij lands have been included in the rukbas of dakhila mouzahs. The Collectors have been directed not to take notice of disagreements arising from errors of measurement and calculation, but to confine inquiry and assessment to chappee lands which have erroneously or fraudulently escaped settlement.

KHOORDAH.
406-6-5 have been found in excess of the quantity of land recorded as separated, and 5,439-16-13 are less entered in the dakhila mouzah. It is not supposed this quantity of land has escaped assessment, but that the error has arisen from want of regularity in the specification of the tehsil alahidah land. This is being inquired into.

BALASORE.
The Collector has not yet reported the result of the comparison in his district.

The Collectors have been also directed to prepare the materials to form a general report on the settlement of the province, which I hoped to have submitted, but the information which was required for the purpose has not yet been supplied.

BUTWARRAHS.—The applications which are made for the partition of estates are numerous; the facility which the survey and settlement has afforded to the division and separation of the estates is not the least of the blessings which have flowed therefrom. The Deputy Collectors, who control the proceedings of the amins, are required to satisfy themselves by personal inspection of the lands of the fairness of the allotments, as well as to make each estate as compact as possible. I have always opposed kittawaree and, as far as practicable, chuckwaree butwarrahs.

OMLAH.—It has ever been a constant object with me to discourage the appointment of the Bengalees to offices of trust in the province. The practice of natives following their employers to other districts is productive of the utmost mischief; moreover, it is not fair towards the people of the province, and certainly no measure is more galling to their feelings.

The Khoordah insurrection was, in some measure, attributed to the machinations of the Bengali omlah in oppressing and plundering the people and fraudulently dispossessing the Ooriah zemindars of their estates.

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The Collector of Balasore having, in contradiction of my orders, appointed a native of Bengal to a situation in the district, I referred the subject, at the request of that officer, for the orders of Government, who, concurring in my views, have prohibited the appointment of any but natives of the province to situations therein, "without special "sanction of the Commissioner, and sufficient reasons which must be "shown in each case."

ACTS.—Such of the Acts of Government which relate to criminal, civil, and revenue matters, as well as those of general interest to the natives of the province, are selected by me at the end of the year and made over to the Rev. A. Sutton to translate into Ooriah. The translations commenced in 1841.

SUMMARY SUITS.—It has been always my practice to enforce on those under me a steady and scrupulous adherence to the law relating to arrears and exaction of rent, as I found that it had been laxly and inconsistently administered; with this view I had the regulations translated, together with an epitome of the same, into Ooriah, and printed and circulated to canoongoes and others.

To make the suits what they should be, really summary ones, the Collectors have been desired to reject the suits under section 9, clause 1, Regulation VIII of 1841, which may be preferred for the recovery of arrears of the past year, if not preferred within two months from the commencement of the current year.

Petitions have been presented by zemindars and others for reduction of assessment on account of lands which have suffered from the action of rivers and other causes. I have discountenanced these applications, and informed the Collectors by my letter* that zemindars are expected to bear ordinary losses, and Government will, if it be deemed necessary to grant relief, not only inquire into the extent of assests destroyed, but into those gained by extension of cultivation since the settlement

* 12th October 1866.

I also observed that under-tenants should apply to their landlord for a suitable reduction of rent, or should relinquish their holdings if the zemindar should not afford redress, remarking that they had a right to a trial of their grievance (independent of the zemindar's claim on Government) which might be made the ground of a summary or regular suit.

ABKAREE.—Having long been of opinion that this neglected branch of the revenue might be made to contribute in a far great degree than it now does to the exigencies of the State, I proposed the introduction of an improved abkaree system, on the model of that which has succeeded so well in Bengal, though on a less costly scale. This was approved by the Supreme Government, with instructions to give it effect from the 1st December; but my departure for Europe induced me to suggest, both in justice to myself and my successor, as well to the system which it will devolve on him to administer, that the period of its introduction be deferred till the 1st of May. The Government

The outline of the plan is as follows:—
"Uncovenanted Assistants to be "appointed to Balasore and Cuttack, Pooree being incorporated "with the latter. The Commissioner to undertake the duties of "Abkaree Commissioner, under Act "XXV of 1840; no intermediate "authority to be between the Commissioner and the uncovenanted "officer; Darogahs and burkundazes to be attached to each "division, and sudder distilleries to "be established at the chief towns."

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have complied with this request, and the Board, in recommending it, remarked "that it would enable my successor to organize the new "establishment according to his own judgment, and the experience "which he will gain, by acquiring a knowledge of the abilities of the "Cuttack province, as regards the abkaree revenue, which will doubt-"less prove conducive to the interests of Government."

The new establishment, which will cost Rs. 1,307 monthly, is to be organized from the 1st of April.

It was my intention to have appointed to the new offices of Abkaree Superintendent two from amongst the Deputy Collectors of the second grade who are on the unemployed list. It is the wish of Government to provide some employment for these officers, and as, from their ignorance of Bengali, they cannot serve in the Bengal provinces, I have desired the Collectors, Magistrates, and salt agents, to bear in mind their claims on the occasion of any vacancies occurring in the respective offices which they may be competent and willing to hold.

Salt.—Under Regulation V of 1818, the Commissioner is authorized to discharge and exercise the functions of the Salt Board, in regard to the manufacture and sale of salt. He passes the accounts, reporting all matters requiring the sanction of Government through the Board.

The large quantity of salt in store has compelled the Government to diminish the demand for salt, and the taidad of the present year is fixed, as it was for the past year, at only 600,000 maunds. Cuttack salt is, owing to the cost of transport to Calcutta by sea, very expensive to Government, and Government have remarked that the keeping up the manufacture is an obvious loss, and can only be justified by considerations for the people; but the circumstances of Cuttack are peculiar: it labours under many and great disadvantages—land carriage is expensive, carriage by sea is distasteful to the natives and little used, and trade with other countries is on a very limited scale. The landlords are poor, and there is a great want of capital in the country; and as a large manufacture of salt, which increases the demand for labour and affords the means of subistence to thousands, was very beneficial to the country, so does the present limitation, destructive as it is of these benefits, occasion severe and general disappointment and despondency in all classes residing in the neighbourhood of the salt lands.

Impressed with these considerations I represented to Government the impolicy of diminishing the manufacture of salt in the Cuttack province, and urged its being raised to 1,000,000 maunds. In my report, which is dated 1st August 1846, I reviewed the history of the salt monopoly in Cuttack, which renders it unnecessary for me to say more on the subject in this place than to state the Government were pleased, in reply, to leave with the Commissioner a discretion to increase the taidad in cases "where hardship or distress to individuals might result from "too close a limitation, or when political reasons may seem to call for a "more liberal expenditure; but the quantity is not to exceed 800,000 "maunds, and to be kept as much within it as possible;" adverting to the fact that there is nearly two years' stock of salt in hand (up to the end of August there were 9,700,000 maunds in store) and to the state of the Government finances, as developed by the opening of the 5 per cent.

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loan, I deemed it my duty, in the absence of any pressing case of hardship, to fix the taidad at 600,000 maunds.

Government also called for a report as to how the zemindars will be affected, as regards their ability to pay their revenue, should Government discontinue or diminish the manufacture. I would refer my successor to my reply dated 9th December 1846, No. 2116.

The agents have been desired to reduce the expenditure to the lowest possible scale consistent with efficiency, and to concentrate the manufacture, where it can be effected without occasioning loss to the zemindar. A complete and general concentration would be of advantage to Government, and increase the income of the few zemindars in whose estates the salt would be made; but it would add so much to the distress of the many, as well as of the molunghees in general, that I declined to carry it out; besides concentration is not an object of so much importance as in Bengal, as the country, with the sea to the east, and the hills to the west, does not afford the same facilities for carrying on an extensive contraband trade.

The Agents of Cuttack and Balasore have made a partial concentration, by which the expenses of the former Agency have been reduced by Rs. 4,724-3 and those of the latter by Rs. 3,792-3-3 per annum. The Pooree Agent has not yet made his report.

The Cuttack salt is transported from the aurungs to the depôt golah of Hunsooah by contract. Mr. McKoy is the contractor. He has also charge of the salt in the golahs up to the time it is exported, and receives a wastage allowance of 2½ maunds for salt in transit, and ½ per cent. for salt when stored.

The salt of the northern and southern aurungs of the Pooree Agency is also taken to Hunsooah by Mr. McKoy; the salt made in the other aurungs of Pooree is stored at Meetakoah, on the lake.

The Balasore salt is stored at the aurung golahs and shipped from thence to Calcutta. Mr. Bond superintends the export to Calcutta. The freight is noted in the margin.

	Rs.	A.	P.	
Dusmullung	11	0	0	Per 100 Mds.
Dukhin Chooramun	14	4	0	
Dhamrah	14	0	0	
Punchmullung to Ootur Chooramun ...	12	11	9	

Messrs. Beatson and Puddum Lochun Mundle export the Cuttack and Pooree salt. The rates of freight are as follows:—

Cuttack salt Rs. 18 per 100 maunds.

Pooree salt from golah Meetakoah, Rs. 25 per 100 maunds.

The manufacture of salt is abolished in the aurungs of Ruttaee and Bolong, Balasore Agency, in consequence of the prevalence of smuggling. The zemindars, besides the remission of salt jumma, receive as compensation for salt profits, one-fifth of the jumma remitted. In the late settlements, the assessment of the salt has been kept separate from that of the Muddooree land. The former is fixed at one-third of the payments which the zemindars annually receive from the Salt Department.

Salt is sold at the chowkeys which are outside of the aurungs, and at golahs which have been constructed at different points in the interior. The salt is conveyed to the golahs by contract. In Cuttack and Pooree, Kurkutch salt is chiefly sold; in Balasore, Pungah salt is

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alone sold. The article is disposed of at the chowkey in such quantities as may be required for domestic purposes, from five seers to a maund, and at the golahs in quantities as small as a maund, under the rules established by Commissioner Blunt, dated 25th November 1822, for regulating the provincial sales; the Kurkutch is sold at the fixed price of Rs. 1-8, and Pungah salt at Rs. 2, increased by charges of transportation, which raises the total cost to the rates noted in the margin. The price of Kurkutch was, in 1844, equalized, at my recommendation, throughout the Agencies of Cuttack and Pooree, and fixed at Rs. 1-8, per maund; it was before sold at the Chilka Lake golahs at Rs. 1-1, and at Cuttack at Rs. 1-4, plus charges of transport, and the dealers were in the habit of purchasing salt at the Pooree chowkeys and golahs, and bringing it to Cuttack to retail, to the detriment of the Cuttack retail sales, the transport charges to individuals being less than to Government. The results of this plan have been satisfactory, while the accommodation and advantages which have been afforded to the people by establishing more golahs, viz., at Bankee, Balkutty, Diantol, and Kurjanjah, and thereby increasing the facilities of getting salt, are too obvious to need any illustration, beyond those exhibited in the following statement of the sales of salt in the province for the last ten years.

Note.—In Pergunnahs Futteabad and Killorachur the selling price is Rs. 3-12, the rate at which salt is sold in Bengal. The price was fixed under the orders of Government dated 19th August 1835, because the Jellasore people drew their supplies from Balasore where it sells at Rs. 2-5, in Cuttack at Rs. 2-4, in Pooree Rs. 2-2 and Rs. 2-6.

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Statement showing the Sales of Pungah and Kurkutch Salt in the Province of Cuttack from 1836 *to* 1845.

Districts.			1836.	1837.	1838.	1839.	1840.	1841.	1842.	1843.	1844.	1845.
			Mds.	Mds.	Mds.	Mds.	Mds.	Mds.	Mds.	Mds.	Mds.	Mds.
Cuttack District ...	Pungah	...	45,199	29,978	34,204	15,843	32,707	67,389	26,354	28,286	15,632	20,132
	Kurkutch ...	...	73,006	112,041	108,811	130,070	100,440	53,022	133,270	120,548	176,565	181,616
	Total	...	118.205	142,019	143,015	145,913	133,147	120,411	164,024	148,834	192,197	204,748
Khoordah District...	Pungah	...	2,953	4,427	5,974	4,546	80	1,014	580	89	40	17
	Kurkutch	...	129,188	128,458	123,788	125.103	149,439	137,166	134,048	126,301	118,973	124,815
	Total	...	132,141	132,885	129,762	129,649	149,520	138,181	134,628	126,390	119,013	124,332
Balasore District ...	Pungah	...	69,469	72,391	68,231	56,259	70,685	75,806	87,197	81,298	89,550	88,880
	Kurkutch...	...										
	Total	...	69,469	72,391	68,231	56,259	70,685	75,806	87,197	81,298	89,550	88,889
Jellasore District...	Pungah	...	1,390	1,737	2,251	2,606	2,024	2,254	2,968	6,433	5,706	6,344
	Kurkutch...	...										
	Total	...	1,390	1,737	2,251	2,666	2,024	2,254	2,068	6,433	5,796	6,344

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It is, of course, most necessary that the Agent should exercise a very strict control over the conduct of the golah and chowkey officers to prevent smuggling, which is carried on in a petty manner in Cuttack and Pooree, and more extensively in Balasore, where the Aurungs are nearer to the hills, and the salt can be run into the latter during a night.

Police.—The Commissioner exercises the powers of Superintendent of Police in the Cuttack province.

Heinous crimes against property are not numerous: dacoities are of rare occurrence, and affrays are almost unknown; petty burglaries are common; but as crime is not systematically concealed as in Bengal, the worst is, I believe, known.

The parts of the districts under the regulations in which disturbances are most likely to break out are Khoordah, Kunka, and Koojung. Since the insurrection of 1818, the peace of the province has not been disturbed, except partially in 1835, when the Goomsur war drove into Banpore some of the revolting Khonds, who instigated their brethren of that part to take up arms and attack the police posts. This outbreak was, however, soon put down, and the leaders, and others who joined them, were sentenced to various periods of imprisonment.

" Banpore," says Mr. Wilkinson, " is the most southern pergunnah " on the west side of the Chilka Lake. It consists of two large and " fertile valleys, which are bounded on three sides by hills and jungles, " and on the fourth by the lake and an extensive tract of hill and " jungly country stretching to the confines of Goomsur and Attaghur. " The hills and jungles are inhabited by Pauns and Khonds, famous for " their predatory habits."

The Dulbera of Aurung, to whom Mr. Wilkinson gave the large village of Aurung, on the condition that he brought back the Khonds who had deserted it since the former insurrection, and with the promise that he and the Khonds should hold it rent-free, actually joined the rebellion.

Ramchundra Mongraj succeeded him as Superintendent of the Aurung Khonds, receiving for this duty and for protecting the frontier 60 beegahs of good paddy land. Shamsoonder Sreechundun is the Superintendent of the Barmal Khonds; he receives from each Khond 2 annas per plough instead of 4; the former rate of taxation, the 2 annas, being remitted in consideration of the Khonds being obliged to keep the roads clear from village to village.

The Khonds have five beegahs of paddy land, and can clear as much jungle as they please free of rent. They are expected to protect the plains from being plundered. Last year the Banpore Khonds joined some Khonds of Goomsur, Nyaghur, Attaghur, and Kallikote in committing dacoities in Nyaghur; but, owing to the good conduct of the Darogah of Banpore, Shamsooder Sreechundun, the Superintendent, and Halder Naik, Sirdar of Goomsur, the offenders were discovered and punished, and the plundered property recovered. As a reward for the meritorious service of the abovenamed officers, the darogah is to be promoted to the first grade when a vacancy occurs. Shamsoonder Sreechundun was presented with a pair of gold ear-rings, a pair of silver bracelets, and a suit of clothes (total cost Rs. 50), together with Rs. 200 in

Since writing this I have visited Banpore, and recommended that the darogah be at once promoted and other rewards be bestowed. See my letter, dated 31st December 1818, No. 2253.

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cash, and granted the honorary title of "Rai;" and the Supreme Government has recommended the bestowal of a jagheer on Haldar Naik to the favourable consideration of the Madras Government.

A guard of paiks is stationed in Banpore and Tanghy. Banpore should never be left without a very strong guard, as the hills situated between Attaghur, Goomsur, Nyaghur, and Banpore are full of Khonds, Danwasees, and Pauns, noted for their predatory habits, and who are constantly engaged in the perpetration of robberies in overpowering numbers.

The Paik Company of Khoordah is 200 strong. Besides the above guards, it furnishes a guard for the Pooree treasury. Captain Dunlop is the commanding officer; he is also commandant of the Balasore Paiks, spending the months in which the climate of Khoordah is inimical to the European constitution at Balasore.

This force should on no account be reduced, and should never be without a European officer to keep it in an efficient state of discipline. Mr. Wilkinson and Mr. Ricketts were of opinion that two regular corps should be stationed at Cuttack; but so long as the Paik Company is kept on its present efficient footing, well officered and disciplined, one will, I think, answer for all ordinary purposes. If it ever be found requisite to employ a military force against any of the more powerful independent Rajahs, a second corps should be ordered from the Presidency.

Captain Dunlop is a very experienced and intelligent officer. He has offered to take the permanent appointment; but being a Madras officer, the Government deferred the matter until the removal of his regiment from Cuttack. The staff pay is only Rs. 100, and considerations of convenience alone sway an officer in accepting the appointment; hence the difficulty always experienced in obtaining an officer to take it.

The Paik Company is under the general control of the Commissioner, as Superintendent of Police. Promotions to the higher grades are made through him at the Commanding Officer's nomination, under the rules framed by me for his guidance, and approved of by the orders of the Supreme Government and Commander-in-Chief.—*Vide* letter No. 984 of the 23rd November 1841, from Mr. Deputy Secretary Young, with enclosures.

The Gedamers, Shagulkhors, and Subakhias, by which names this class of people is known, are professional dacoits. There is a colony in Mohurbunj, another in Midnapore, and another in Balasore. Seventeen of this tribe have been lately arrested by Major Riddell, and have made some important disclosures. It is in contemplation to seize upon all the tribe at a favourable opportunity.—*See* Mr. Dampier's letter, 30th May 1846, and mine of 18th instant.

Mr. Hough is Deputy Magistrate of Pooree, and Mr. Brown of Balasore. These officers are also Deputy Collectors of the first grade. Mr. Brown has charge of one thannah, Buddruck, and Mr. Hough two, Gope and Pipley. They reside at the sudder stations; and, in addition to the above charges, assist the Collector and Magistrate in

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the conduct of the general duties of his offices. I proposed to vest Deputy Collector Brijsoonder Rai with the powers of a Deputy Magistrate, to be stationed at Jajpore, with jurisdiction over Buddruck in Balasore, and Muttoo, Jajpore, and Erruckpore in Central Cuttack; but Government has not replied to the communication, probably under the impression that the paucity of heinous crime did not require the appointment. Had the proposition met the approval of Government, I intended to extend it, and to make Assuressar and Neemapara the stations of two other officers similarly empowered. It is in the double capacity of Collector and Magistrate that officers, stationed in the interior of a temporarily-settled district, can really do good. They cannot only bring criminal justice nearer to the people and repress crimes, but afford substantial redress to the peasantry; and while they will aid the good, they will be a check on the rapacious and oppressive landlord.

The Magistrates have been required to prepare a Statement of the land assigned for the maintenance of the village chowkeedars, and to furnish the darogahs with extracts from the same, desiring them at the same time to ascertain and report whether the chowkeedars are in possession of their lands.

The boundaries of the Balasore and Cuttack districts require adjustment; the Magistrate of Cuttack has submitted a report on the subject, which has been sent to the Magistrate of Balasore for his opinion.

The Cuttack rivetment has this year given way in several places, and I understand that its restoration will cost not less than Rs. 3,90,595. The Mahanuddee river, which is said to rise near Bustar, enters the plains at the station of Cuttack, throwing off its tributary, the Kajoori, to the south of the town. In the rains the torrents descend with fearful rapidity, and to protect the town from inundation on the southward, this solid embankment was constructed by the Mogul Government in the reign of Jehangeer 225 years ago, and has been always kept in repair by our Government. Stirling says, "it yielded in places, in the memory of man, and the consequences were tremendous." Fortunately in the last season the waters timely subsided, and no mischief was done. The amount of the estimate is large, and the value of the Government property at the station is not of that extent as would justify the restoration of the embankment. It would be cheaper to establish the station at some other place; but the question depends on other considerations, viz., the value of the city, intrinsically and commercially. The existence of the town depends on the continuance of the rivetment. Cuttack contains a population of about 50,000 persons; there are about 6,300 houses, of which one-sixth are pucka, many of them built of stone (amongst them that fine mansion the "Lall Bagh," which is built on the rivetment). The city is situated on a tongue of land at the bifurcation of the Mahanuddee and on the high road to Ganjam; it affords convenience for carrying on a commerce with Sumbulpore to the west, Madras to the south, and the low countries to the east, while its proximity to the hill points it out, in a political point of view, as the most desirable place for the cantoning of troops. I am of opinion that the restoration of the rivetment is a

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work of too great public advantage to be weighed by considerations of expense only, and would therefore earnestly recommend that it be rebuilt.

MIDNAPORE.

The two large estates of Majnamootah and Jellamootah, which from time to time have given rise to a most voluminous correspondence with this Office, the Board, and Government, have been surveyed, measured, and settled, and the settlements have been confirmed by me; the proprietor of Jellamootah has entered into engagements to pay the revenue fixed by the settlement, but has since urged numerous and vexatious objections against many parts of the arrangement. I reported in detail on these objections, and the Board have, by their orders No. 240 of the 4th December 1846, rejected his appeal. The only questions not disposed of are those mentioned in my letter to the Collector, dated the 27th of February 1846, relating to the double assessment of some lands. Deputy Collector Jadub Chunder Chatterjee has been directed to institute a local inquiry into their truth.

The Jellamootah accounts have been adjusted, but neither the revision of the jumma of this nor of the Majnamootah estate can be considered final. So long as the lakheraj appeals remain undecided, it will be necessary to furnish annual Statements exhibiting the results of the orders passed by the Appellate Court.

Many petitions have been presented to the Collector by the ryots, urging various and, in general, most frivolous excuses, which should have been brought forward at the time of settlement. I have desired the Collector to reject all petitions where there are not special grounds for inquiry and redress, such as those of double resumptions and assessment.

The zemindars of Majnamootah were excluded from the management of their estate for the period of five years from 1249 to 1253, under Regulation IX of 1825. They have executed kabooleuts to take effect from 1254, but the demand against the zemindaree up to 1253 awaits adjustment.* The principle of the adjustment has been sanctioned by my orders, No. 258½ of the 16th February 1846, and No. 1604 of the 1st September; but the transmission of the Statements is deferred until a complete revised Statement of the whole estate, including remissions of assessment on account of subsequent release of lakheraj lands and other changes up to the end of the Umlee year can be made.

* Has been reported.

The lakheraj tenures in these estates were counted by thousands; they have all been disposed of, and the resumptions under 100 beegahs are comprised within the settlement of the parent pergunnah. The absentee holders have been treated with the same leniency as those of Cuttack; and though the settlement was upwards of three years in hand, and the parties had ample time to come in, yet, in consideration of the unhealthy climate of Hidgellee, its distance from Midnapore, and the shortness of the period during which the settling officers could remain in the district, I permitted the Superintendent of Settlements

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to admit those who neglected to attend before the close of the settlement roidad, and did so before 30th April 1846, to the benefit of a half-rental settlement from 1253, losing the half rental indulgence for 1252. Notices were circulated to this effect, so that no objection can reasonably be urged, nor should any investigation of right be allowed, nor any application to engage at half jumma be on any account now received.

The julpai lands of Majnamootah and Jellamootah, in the possession of the Salt Agent, have been defined, and the numerous disputes (which gave rise to much correspondence with the Salt Agent, Board, and Government) connected therewith settled. I also effected a compromise with the zemindar of Mysadhul, in regard to the julpai lands which were under dispute in that zemindaree, by giving up to the zemindar the detached patches of julpai land, as shown in the Surveyor's map, the zemindar receiving the wasilat of the relinquished land decreed, and giving up the uncultivated portion of the land specified in the decree to Government. The wasilat has been paid, but the Collector has not reported that full effect has been given to the compromise by the Salt Agent, making over the scattered patches of land to the zemindar. It was proposed to depute a Deputy Collector to make them over, but this was not carried out, as the Collector reported that he had arranged for the lands being made over by the Salt Agents of Tumlook and Hidgellee. The Agent of Tumlook having petitioned to include more lands within the boundary, I authorized the Collector to measure and value the lands required, preparatory to carrying out the provisions of Regulation I of 1824; but as the authority of Government has not been obtained for taking the land, further proceedings have been stopped.

The Agent further urged that the Agency was not in possession of the full quantity of land recorded in Mr. Mason's report, and threw doubts on the accuracy of the survey. I replied to these allegations by my letter No. 686 of the 6th of April 1845, in which I suggested that before the Board of Customs, Salt, and Opium came to the determination to have the lands resurveyed, they should institute inquiries into the manner in which Mr. Bury's measurement was conducted, as I put more trust in the professional survey than in the measurement of jungle land by natives; and, further, I give it as my opinion that it would, on comparing the returns, be most probably found that the difference was owing to the exclusion, by the native measurers, of khals and unprofitable salt lands. No further communication has been received

The Government have directed the Military Board to mark off, through the executive officer, the julpai lands, as defined by the Deputy Collectors, either by pillars or embankments, as may be deemed most advisable with reference to the circumstances of each case, taking the existing embankments, where they define julpai lands, as the line of demarcation.

The chowkeedars in Majnamootah and Jellamootah are paid in money: they receive Rs. 2 per mensem; the amount is deducted from the sudder jumma, and credited to a separate heading in the accounts. To avoid delay in the payment of the salaries, the Magistrate is authorized to draw from the Collector's treasury such sums as he

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may require for that purpose, the Magistrate holding the amount in his inefficient balance until the audit of the bills by the Commissioner, when they are transferred to the revenue treasury, in the same way as judicial contingent bills are charged in the Collector's accounts under the heading of mofussil charges of khas mehal collections.

11 have been since settled and reported.
3 are under report.
2 will be settled and reported in the ensuing season.
1 is under appeal.
3 have not yet been found, and the remainder are under settlement.

Three Government mehals and 24 resumed mehals await settlement, 4 pending before Deputy Collector Shib Chunder Deb, and 23 before Mr. Caspersz. The estimated jumma of the whole amounts to only Rs. 5,015. The progress made in settling these mehals is shown in the margin.

There are also three temporary-settled mehals, sudder jumma Rs. 474-5-4, which are open to re-assessment. These mehals have, by orders dated 17th August 1847, No. 1478, been made over to Mr. Caspersz for settlement.

Orders have been since received to maintain the bunds and restore those destroyed.

The salt mehal of Mohur is also to be measured and settled, but the Military Board having declined to build the sluices, and having proposed to do away with the embankments altogether, the measurement and settlement are deferred until the close of 1254. The proprietors have remonstrated against the destruction of the bunds, and with reason complain that the Government has not fulfilled its part of the agreement, viz., to build sluice gates in the embankments constructed by the proprietors. The mehal was rented to Government for fifty-eight years for salt purposes, and the manufacture of salt having been abandoned, it was thrown on the hands of the zemindar. It then paid a jumma of Rs. 5,000 to Government; the zemindars were allowed to engage on a reduced jumma, viz., Rs. 971-2-8, calculated on the actual assets for five years, the time allowed for bringing the lands under cultivation, which has now expired.

The sudder jumma of mehals, the property of Government, is according to the last year's account, Rs. 80,561-4-6¾; with the exception of the three above stated, they have been all settled and leased. Kurrugpoor and Khedarcoond are farmed mouzahwaree; the unadjusted balance against these mehals amounts to only Rs. 3-15-3¾ under recovery, and Rs. 164-6-7¾ suspended on account of excess collections.

There are two items on the balance-sheet of the resumed mehals under khas management which demand notice—Rs. 1,331-9-1¾, disputed by Ramchunder Maintee and Nursing Sahoo, who farmed the petty resumptions in pergunnahs Erunch and Bogria before the collection of the rents was made over to the zemindar, and Rs. 2,150-8-10, due from mehals transferred from Burdwan, the greater part of which is said to have been collected and misapplied by the Burdwan Tehsildars. Mr. Deputy Collector Caspersz is making inquiry into the matter.

The sudder jumma of mehals held khas, or farmed on account of the recusancy of the proprietors, amounts to Rs. 1,19,463-12-4¾, and no balance for the past year outstands. Majnamootah, paying a jumma of Rs. 1,14,911-15-6½, has been since engaged for by the zemindars.

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The estates of seven minor proprietors are under the protection of the Court of Wards. They are all let in farm, and the collections are made with due punctuality. The minor proprietors of Soojamootah and Gopalpoor are educated at the Government school at Midnapore. The widow of the late proprietor of Gopalpoor has refused to acknowledge the adoption of the minor, who was affiliated by her husband, and who reported the circumstance to the different authorities. She maintained that her husband had bequeathed the property to her on his death-bed, and invested her with the teeka. As the claimant is a female, I brought the estate under the Court of Wards for the protection of the interests of all parties. The alleged gift is open to suspicion, and, if made, cannot, I think, set aside the adoption.

The widow having refused to make over to the guardian the charge of the *undivided estates*, I moved the Civil Court, under Regulation I of 1800, to appoint the minor's guardian as their manager. The Court complied with the requisition, and the Collector has been directed to petition the Court to instal him in possession, should the widow keep up her resistance.

Four *mehals* are *attached* by order of the Court; they are let in farm, the leases being subject to cancelment on the release of the mehals by the Court. The legality of this arrangement is, I know, open to question, but the Collector is the person to whom the Court looks for the proper management of the property, and it seems to me that he may manage the estates in the manner best calculated to secure their prosperity. As khas management has always failed in Midnapore, and is especially to be eschewed, I have sanctioned farming arrangements; the farmer is, in fact, the surberakar.

The *butwarrah* file was in a most confused state: unintelligible shares, and therefore incapable of a butwarrah, had been directed to be divided. Mehals which had been illegally separated from the parent estate had come under partition, while some so separated had been sold, and could not, therefore, be re-annexed to the original estate; fractional parts of estates had been also brought under division, instead of whole estates; some cases in which a butwarrah was legally impracticable have, under the Board's orders No. 174 of the 18th of April 1841, been struck off the file, others remain in *statu quo*, it having been judged unadvisable to go on with the butwarrah until the district should have been surveyed and the towjee re-adjusted. The survey having been completed, the butwarrahs are now being proceeded with, under the supervision of the Deputy Collector, Shib Chunder, and Mr. Caspersz, who are required to proceed to the spot, inspect the lands, verify the measurement, and then determine in what manner the division is to be made, submitting their proceedings, when brought to a close, for the Collector's approval, and for transmission to the Commissioner.

When the survey and measurement of Hidgellee were finished, it was resolved to extend the operation to the remainder of the district, making a mouzahwaree survey of every estate borne on the towjee, preceded by a demarcation of boundaries and an adjustment of boundary disputes; villages in which the lands of different estates were interlaced were measured by ameens, who were for some time controlled by the

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surveyors, but the measurement was sadly mismanaged. The zemindars refused to sign the chittas, and the surveyor was unable to reconcile the disagreements between the khusra and the professional survey, as well as between the former and the Collector's registers: it was therefore determined to make over the duty of testing these measurements to Deputy Collectors, as well as to assign to them the conduct of the future measurements. The khusra measurements then proceeded satisfactorily, and the zemindars signed the papers in token of their correctness; but on the Collector proceeding to test the areas of his khusras, in communication with the Surveyor and by comparison with the professional records, it was found impossible to reconcile the conflicting results of many villages, as well as to discover the parentage of others, and it was therefore resolved to depute a Surveyor to revise the survey and measurement in those villages in which the discrepancies existed, and to employ an extra establishment, under the control of three ministerial officers, to find out the parent mehals of the villages which the Surveyors neglected to identify, and which were not traceable in the Collector's records.

The Surveyor-General attributed the disagreements to the following causes,—*firstly*, to considerable neglect on the part of the Surveyor; *secondly*, to the erroneous mode of native mensuration; *thirdly*, to the inaccurate registry of local rods in the Collector's office; *fourthly*, to the fallacious mode of calculation used for converting the local into the European land measure; and, *finally*, to a want of common observancy and caution in carrying on the professional and khusra measurements on dissimilar areas.

The task of revision has been delegated to Mr. Swiney; and from a letter received from the Collector, under date the 23rd of September, on the subject of the progress made by him, it appears that the villages remaining to be reconciled will probably occupy him three or four months; the Collector cannot, of course, complete his mouzahwar and mehalwar registers, which are drawn up according to forms furnished by the Board, until the conflicting results shall have been rectified. Registers of the pergunnahs noted in the margin have been sent to the Board, and all the others are in a state of forwardness.

Bhunjebhoom.
Dhenkia Bazar.
Bahadoorpoor.
Gugnapoor.
Tuppa Balseeta.
Burra Hossenpoor.
Narajole.
Kassiurree.
Kismut ditto.
Pertab Chand.
Tooka Chand.
Dutmootah.
Bajjerpoor.
Joolkapoor.
Ooterbehur.
Naraingchour.
Agrachour.

Three *vernacular schools* have been established in the district,—one in the town of Midnapore; the second at Pingla, under the superintendence of the Meer Moonshi of the Collector's office; and the third at Gugnessur, under that of Hurnarain Dutt, Government pleader: both are assisted by local committees. The schools are flourishing, and meet with due encouragement from the native community.

The Special Deputy Collector's office has been abolished; but three omlahs, salary Rs. 79-8-0, have been retained until the abolition of the Special Commissioner's Court, or until the disposal of the appeals.

The establishment of the Superintendent of Settlements was done away with on the 30th of April 1845; but the Collector has not reported whether the work which pended before him had been completed. It is

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desirable that the adjustment of refunds and malikana to lakherajdars should be no longer delayed.

The crops on the Kossye and Roopnarain rivers suffered in 1843-44 and in 1844-45 from the floods breaching the embankments, and the damage done in the last-named year was so great that the Government were pleased, at my recommendation, to suspend the demand of 10 annas of the revenue of 1253, making half payable in January 1847, and the remainder in January 1848, and to postpone enforcing payment for the repairs of the embankments (which expense the zemindars are bound to defray) until inquiries shall have been made into the zemindars' allegations as to the imperfect construction and lax supervision of the bunds by the Government officers.

The Collector has also brought to notice the faulty and collusive way in which the allotment of the embankment charges amongst the zemindars was originally made; but, pending the decision of Government relative to the abandonment of retention of the embankments, I have, at the suggestion of Major Sage, as expressed in his letter No. 1550 of the 23rd of September, allowed the matter to rest.

The *wild buffaloes* are one of the greatest impediments to cultivation in the Hidgellee estates. Mr. Bayley says, "unless some plan be devised for their destruction, Hidgellee will become daily still more waste." The Government sanctioned a reward of Rs. 4 each for the destruction of these animals, provided the zemindars agree to pay an equal sum, but the Collector has not yet reported that they have assented to the proposal.

Since reported.

The zemindars of Mysadhul, Soojamootah, Tumlook, Meergodah, Kakrachor, and Beercool receive annually a compensation for the repairs of the interior embankments, on the condition that the repairs be *boná fide* made. The bills are passed in the certificate of the executive officer. The repairs were formerly made by Government, and the present arrangement was only adopted in 1839. The zemindar of Tumlook remonstrated against it, and will not make the repairs. The zemindar of the three last-named estates have also neglected to keep their bunds in order. Those of Majnamootah and Jellamootah were likewise desired to take charge of the works in their zemindarees, but they, too, objected. As the two last-named estates were temporarily settled, and the neglect of the works tended to deteriorate the assets, and thereby injure the interest of Government, the Government sanctioned, at my recommendation, the retransference of the charge to their own officers.

The Government orders of 4th of March 1846, No. 162, direct that resumption operations shall cease and determine at the end of this year, and desire the Commissioners to examine all the cases on the file of their subordinates, in order to strike off those in which the right of Government is doubtful; there are 14 cases now pending before Mr. Casperzs, and the Collector has called for and promises to report on them very shortly.

There are also 34 cases to try the right of lakherajdars to hold tenures, *not in excess of* 100 *beegahs*, and situated within estates purchased on account of Government, which have been instituted with reference to the Special Commissioner's circular of the 16th of June 1842,

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under section 30, Regulation II of 1819. The orders of Government above quoted are ruled to be inapplicable to these suits, which are for rent, not revenue.

I have only authorized the institution of those suits in which the right of Government to assess appeared to rest on *primâ facie* good grounds, and have exempted from inquiry all tenures not exceeding ten beegahs.

Jadub Chunder Chatterjee, Deputy Collector, is employed exclusively in arranging the records of the mahafizkhana, and assorting and listing the settlement and resumption papers connected with the Hidgellee temporarily-settled estates and Midnapore resumptions. An extra establishment is allowed to aid him in the execution of the duty. The Government has also authorized the provision of additional accommodation for keeping the records, and it is under consideration with the executive department, whether new record rooms should be added to the present building, or a house be purchased.

The entire expenses of constructing *masonry sluices* in the embankments of the *temporarily*-settled estates of Hidgellee are borne by Government.

The Collector has recommended that Hidgellee should be reconstituted an independent Joint-Magistracy and Deputy Collectorship. He describes it as a sink of iniquity and oppression. I made a similar recommendation in 1843, proposing, in case circumstances might prevent its adoption, the appointment of an uncovenanted Deputy Collector, as tehsildar of the Hidgellee Division. The Board supported the proposition, but it was negatived by Government. I re-urged it on the abolition of the office of special Deputy Collectorship, and again the Board seconded it, but with no better success. The Government have, however, directed the Salt Agent to receive payments on account of the land revenue of estates in Hidgellee. This is a convenience to the zemindar, but it is no palliation of the evil complained of. Hidgellee estates are also exempted from sale on the 28th of September, as the Salt Agent is absent from Hidgellee during the rains, the unhealthy season of the year.

A. J. MOFFATT MILLS,

Commissioner and Superintendent of Police, Cuttack.

The 23rd January 1847.

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REGULATION XII, 1805 A.D.

A REGULATION *for the Settlement and Collection of the Public Revenue in the Zillah of Cuttack, including the Pergunnahs of Puttespore, Kummardichour, and Bograe, at present included in the Zillah of Midnapore.*—PASSED *by the Vice-President in Council on the* 5*th of September* 1805; *corresponding with the* 22*nd Bhadoon* 1212 *Bengal era; the* 26*th Bhadoon* 1212 *Fussily; the* 22*nd Bhadoon* 1212 *Willaity; the* 12*th Bhadoon* 1862 *Sumbut; and the* 10*th Jumadee-us-Sanee* 1220 *Higeree.*

Preamble.

WHEREAS it is necessary that fixed rules should be established for the settlement and collection of the public revenue in the *zillah* of Cuttack: And whereas the principles of justice and good faith require that the declarations made by the late Board of Commissioners to the several descriptions of *zemindars, talookdars,* farmers, and other holders of land, should be formally recognized and confirmed: And whereas it has been judged to be advisable to extend the regulations in force for the settlement and collection of the public revenue in the province of Bengal, with certain modifications and exceptions, to the *zillah* of Cuttack; the following rules have been enacted, and are to be in force from the period of the promulgation of this regulation.

Arrangements adopted by the Commissioners for the settlement of the revenues for the years 1210 and 1211 Willaity, recapitulated and confirmed.

II. On taking possession of the country, the Commissioners deemed it to be necessary to adopt the surest means of preserving uninjured the rights of the different landholders in the territory called Mogulbundy, being that part of the *zillah* of Cuttack in which, according to established usage, as in Bengal, the land itself is responsible for the payment of the public revenue; and in which every landholder holds his lands subject to the conditions of that usage. With this view the Commissioners issued a publication signifying that all those persons who were in possession of the lands at the close of the Umlee year 1210 (corresponding with the Willaity year 1210) should continue in possession during the year 1211. The Commissioners also declared all demands for balances of former years to be cancelled, and they ordered the amount of the revenue payable by the respective *zemindars* on account of the year 1211 Umlee (corresponding with the Willaity year 1211) to be ascertained and established according to the rate of the receipts of former years; granting a deduction of the amount of some oppressive *abwabs* and other exactions, and allowing for losses sustained by the *ryots* from the failure of the first crop of that season, and also for such part of the revenue of the current year as had been previously collected by the Mahratta Government.

III. The arrangements adopted by the Commissioners with respect to the settlement of the revenue for the years 1210 and 1211 Umlee (corresponding with the years 1210 and 1211 Willaity), together with the abatements from the *jumma* and the remissions of revenue granted by the Commissioners in those years, are hereby confirmed.

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IV. The following proclamation, relative to the settlement of the land revenue in the Mogulbundy territory of the *zillah* of Cuttack, was published on the 15th of September 1804 by the Board of Commissioners, in virtue of the powers vested in them.

Proclamation relative to the land revenue in the Mogulbundy territory issued by the Commissioners on the 15th September 1804.

"PROCLAMATION.

"CUTTACK, SEPT. 15, 1804.

"*First.* Whereas it is the intention of the British Government to adopt at the expiration of the present Umlee year such a plan for the settlement of the landed revenue of the province of Cuttack as may be most conducive to the prosperity of the country and to the happiness of the inhabitants: And whereas it is of the utmost consequence to the success of the measure, as well as to the interest of the *zemindars, talookdars,* and all others concerned, that the nature and terms thereof should be made known as early as possible; notice is hereby given:

"*Second.* That at the commencement of the Umlee year 1212 the *sayer* of every denomination will be separated from the *maal* or land revenue, and a settlement for the latter only concluded in all practicable cases with the *zemindars* or other actual proprietors of the soil (unless when disqualified by notoriously bad character, or other good and sufficient cause) for a period of one year, it being understood that all *zemindars* and other landholders, and all *candytes*, shall for the present, and during the pleasure of Government, continue to perform the same duties of police for the prevention of robberies, murders, and crimes of that nature, and for the preservation of peace and good order within their respective limits, and to be subject to the same responsibility, as heretofore.

"*Third.* That at the expiration of the year 1212 another settlement will be made with the same persons (if willing to engage and they shall have conducted themselves to the satisfaction of Government) for three years, at a fixed equal annual *jumma*, which *jumma* shall be formed upon a just and moderate consideration of the receipts in the year 1212 and former years.

"*Fourth.* That at the expiration of the fourth year a new settlement will be made with the same persons (if willing to engage and they shall have conducted themselves to the satisfaction of Government) for a further period of four years, at a fixed equal annual *jumma*, formed by adding to the annual rent of the preceding lease of three years two-thirds of the net increase of revenue during any one year of that period.

"*Fifth.* That at the end of the lease for four years (which will be in the Umlee year 1219) a futher settlement for the period of three years will be concluded with the persons in possession (if willing to engage and they shall have conducted themselves to the satisfaction of Government) at a *jumma* to be formed by adding to the annual rent of the preceding lease of four years three-fourths of the net increase of revenue during any one year of that period.

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"*Sixth.* That at the end of these eleven years, which will be in 1222, a permanent settlement will be concluded with the same persons (if willing to engage and they have conducted themselves to the satisfaction of Government, and if no others who have a better claim shall come forward) for such lands as may be in a sufficiently improved state of cultivation to warrant the measure, on such terms as Government shall deem fair and equitable.

"*Seventh.* The *nankar* lands of those *zemindars* who may decline entering into engagemments for their estates, as also of those whose offers may be rejected by Government, will be subject to the payment of revenue equally with other lands in the district; but such *zemindars* shall for the present continue to receive in money an equivalent for what they have hitherto received as *nankar* from the Mahratta Government.

"*Eighth.* That with respect to such *zemindarees* as may have been mortgaged or transferred in security, and possession thereof actually given to the mortgagees or securities, the settlement will be made with the person in possession of the land as the temporary representative of the proprietor, leaving the latter to obtain possession either by a private settlement of accounts or by a judicial process.

"*Ninth.* That the settlement of such small *talooks* or *zemindarees* as may be only nominally included in large *zemindarees* in the *sudder jumma* of which their *jumma* may be comprehended, will be made separately and distinctly with the proprietors of such small estates, and they will be allowed to pay their revenue directly to the Collector or the person appointed by him to receive it; and in all cases where the revenue of a village has for upwards of five years past been paid direct to Government by the hereditary *mocuddum*, the settlement for such village will be made with the hereditary *mocuddum.*

"*Tenth.* That with respect to such lands as are without proprietors, or the proprietors of which decline entering into engagements, a village settlement shall be made, and a preference given to the hereditary *mocuddums* of those villages to which the lands belong, but no settlement is to be made with a *mocuddum* for lands not included in his *mocuddumy.*

"*Eleventh.* That in the event of neither proprietors, *mocuddums*, nor other respectable *ryots*, being forthcoming, such lands as are in that predicament will be held *khas.*

"*Twelfth.* That all authorized *abwabs* are to be consolidated and incorporated with the land rent and expressed in the *pottahs* and *caboolents*, that nothing but what is there expressed shall be collected from the *ryots* or under-renters.

"*Thirteenth.* That all persons who may enter into engagements for the settlement must bind themselves by written obligations to grant *pottahs* of the above description to their *ryots* and under-renters.

"*Fourteenth.* That all persons who may enter into engagements with Government must previously give security for the fulfilment thereof in an amount equal to the largest *kist* of their annual *jumma.*

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"*Fifteenth.* Several of the tributary *Rajas* have been accustomed to furnish guards and be responsible for all robberies committed within the Mogulbundy lands bordering on their respective territories, and for which they have formerly been allowed to levy a tax called *chowpunny* or *mongumkhandity* : those *Rajas* are to continue to furnish the usual guards and be subject to the same responsibility as heretofore; but, instead of being permitted to levy the above-mentioned tax, the said *Rajas* will, until further arrangements can be made, receive an equivalent in money from Government.

"*Sixteenth.* Such being the provisions made for the preservation of the rights of the *zemindars, ryots*, &c., &c., and for the effectual prevention of undue exaction, there cannot be a doubt that confidence in the protection of Government will be established amongst all ranks of people; that cultivation will be extended; and that the general prosperity of this province will rapidly increase."

Rules, orders, and declarations contained in the above proclamation confirmed with certain qualifications.

Explanation of the rule to be adopted in adding to the *jumma* a portion of the increased produce in concluding the future settlements.

V. The rules, orders, and declarations contained in the above proclamation, are hereby confirmed, with the following qualifications and explanations. With the view of obviating any misconstruction of the rule to be adopted in adding to the *jumma* a portion of the increased produce, in concluding the settlements to be formed at the commencement of the Willaity years 1216 and 1220 (corresponding with the years 1216 and 1220 Umlee), it is hereby declared, in explanation of the third and fourth clauses of the proclamation issued on the 15th of September 1804, that the amount of the *nankar* to which *zemindars* are or may be entitled under their original engagements for the first triennial settlement shall be deducted from the actual yearly produce of their estates at the time of the expiration of each lease, and that the actual increase of public revenue to be assessed agreeably to the clauses above specified shall be calculated on the amount of the difference between the actual net produce after such deduction and the annual amount of the former lease. It is at the same time provided that the portion of the increased produce relinquished to the *zemindars* under the above-mentioned clauses, on the formation of the successive settlements, shall be considered to preclude all claim on the part of the *zemindars* to any further proportion of such increased produce on account of *nankar* in addition to the deduction originally made and continued to them on this account.

Zemindars and other actual proprietors whose lands have been held *khas* shall be restored to the management of their lands on their agreeing to pay the assessment required in conformity to the rules for the settlement of the land revenue.

VI. The lands of some *zemindars*, independent *talookdars*, and other actual proprietors of lands having been held *khas*, or let in farm in consequence of their refusing to pay the assessment required from them under the proclamation inserted in Section 3 of this Regulation, the Governor-General in Council hereby notifies to the *zemindars*, independent *talookdars*, and other actual proprietors of land, whose lands are held *khas*, that they shall be restored to the management of their lands upon their agreeing to the payment of the assessment which shall be required from them in conformity to the prescribed rules for the settlement of the land revenue.

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The expiration of the year 1215 Willaity fixed as the period for completing the adjustment and delivery of pottahs.

VII. In explanation of the provision contained in the 13th article of the above proclamation, it is hereby declared that as a sufficient period of time will have elapsed during the first triennial settlement of the land revenue in the *zillah* of Cuttack (which will expire with the Willaity year 1215,) to enable the proprietors and farmers of land to complete the adjustment and delivery of *pottahs* for the whole of their lands in the mode prescribed, the expiration of the Willaity year 1215 is the period fixed for the general delivery of *pottahs*.

This Regulation shall not authorize the resumption of lands assigned as endowments of the temple of Juggernauth or similar purposes: provided, however, that the fixed quit-rents of such lands under the grants shall be paid as usual.

VIII. Nothing contained in this Regulation shall be construed to authorize the resumption of the rents of any lands assigned under grants from the Raja of Berar, or from any *zemindar*, *talookdar*, or any actual proprietor of land in the *zillah* of Cuttack as endowments of the temple of *Juggernauth* or of *muths* in the vicinity of that temple, or for similar purposes: provided, however, that any fixed quit-rent which the holders of such lands are bound to pay by the conditions of their grants shall continue to be paid agreeably to former usage.

Rents of lands assigned for the maintenance of certain sirdar pykes, &c., not liable to resumption; nevertheless the fixed quit-rents to be paid as usual.

IX. Nothing contained in the foregoing proclamation shall be construed to authorize the resumption of the rents of any lands at present appropriated to the maintenance of certain *sirdar pykes* and other *pykes* for the support of the police: provided, however, that any fixed quit-rent which may be at present payable by such *sirdar* and other *pykes*, conformably to the tenor of their grants, shall continue to be paid agreeably to established usage.

Collectors to be guided by the Regulations in force in Bengal in preparing the different registers of landed property, with a provision that the first periodical register to be prepared shall commence with the Willaity year 1216.

X. The Collectors of the revenue in the *zillah* of Cuttack shall be guided in preparing the different registers of landed property in that *zillah* by the Regulations in force for that purpose in the province of Bengal: provided, however, that the first periodical register to be prepared shall commence with the Willaity year 1216, and shall exhibit the estates and the required particulars respecting them as they may stand at the commencement of that year. The periodical register to be formed at the commencement of the Willaity year 1211, and every succeeding five years, shall exhibit the estates as they may stand at that and each subsequent period.

How the registers are to be numbered.

XI. The register to be first formed, and to commence with the Willaity year 1216, shall be numbered two; the register to be next formed commencing with the Willaity year 1211, shall be numbered one; the register to be next formed at the commencement of the Willaity year 1221, shall be numbered three; and every subsequent periodical register in the order in which it may be formed.

Regulations respecting stamped paper in force in Bengal extended to Cuttack, with provisions as to the period of their being in force there.

XII. The Regulations established in the province of Bengal for raising a revenue by means of stamped paper, are hereby extended to the province of Cuttack (in common with the other Regulations extended to that *zillah* by Section 36 of this Regulation): provided nevertheless that the provisions enacted respecting pleadings and other papers (which are considered to be of the nature of pleadings), under the Regulations established in the

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province of Bengal, shall not be in force in the province of Cuttack until the expiration of one year from the date of this Regulation; and provided also that the provisions regarding obligations for the payment of money, law papers, and generally all other stamped papers, shall not be in force until the expiration of two years from the date of this Regulation.

All engagements for the payment of revenue to be made in Calcutta sicca rupees.

XIII. All engagements for the payment of the public revenue by the *zemindars*, *talookdars*, farmers, and other holders of land, shall be made in Calcutta sicca rupees of the nineteenth *sun;* but as the *zemindars*, *talookdars*, farmers, and other holders of land, may not immediately have the means of paying their revenue in that species of rupees, the various rupees of sorts will be received at the treasuries in payment of the public revenue until the expiration of the Willaity year 1215, according to the table of rates contained in Section 14, Regulation XXXV, 1793; and *cowries* will be received at the rate of four *cawons* per sicca rupee until the expiration of that period of time. Should any other species of rupees exclusive of those specified in Section 14, Regulation XXXV, 1793, be current in the *zillah* of Cuttack, the Collector shall forward specimens of them as soon as may be practicable to the Secretary to Government in the Revenue Department for the purpose of being forwarded to the Assay Master to be assayed; and the persons from whom such rupees may have been received shall receive credit for the same at their intrinsic value, as ascertained by actual assay, after deducting twelve annas per cent. for the expense of refining, should the rupees be under sicca standard. A supplementary table of rates of the value of each description of such rupees (prepared on the principle of the table of rates contained in Section 14, Regulation XXXV, 1793,) shall be fixed up at the *cutcherree* of the Collector, and at the court-house of the Judge and Magistrate. After the expiration of the Willaity year 1215 no money will be received in payment of the public revenue excepting Calcutta sicca rupees, or gold mohurs of the nineteenth *sun*, or the halves and quarters of those coins.

Rules for the receipt of rupees of sorts until the expiration of the year 1215 Willaity, after which no money but Calcutta sicca rupees or gold mohurs of the nineteenth *sun*, and their parts, shall be received in payment of the public revenue.

XIV. Bonds, or writings, or other agreements, whether written or verbal, entered into prior to the expiration of the Willaity year 1213, whereby a sum of money is stipulated to be paid in any species of rupee, excepting the nineteenth *sun* sicca, or the gold mohur of the nineteenth *sun*, and which may not be discharged previous to the above-mentioned date, may be liquidated, at the option of the debtor, either in the rupee specified in the instrument, or in the nineteenth *sun* sicca rupee, at the valuation specified in the table in Section 14, Regulation XXXV, 1793, or in the nineteenth *sun* gold mohur.

Option left to the debtor in liquidating bonds, &c., entered into for payment of different species of rupees and not discharged prior to the expiration of the year 1213 Willaity.

XV. After the expiration of the Willaity year 1213 no person shall recover in any court of judicature in the province of Bengal, Behar, or Orissa, any sum of money under a bond, or other writing, or any agreement, written or verbal, entered into after the above-mentioned date, by which any sum of money shall be stipulated to be paid in any species of rupees, excepting Calcutta sicca rupees,*

No money due on any bond or agreement entered into after the expiration of the year 1213 Willaity, and stipulating payment in any other specie than the Calcutta sicca

* This section is rescinded by Section 3, Regulation XIII, 1807.

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rupee or gold mohur of the nineteenth sun, *and their parts, shall be recoverable in any court of justice.*

or gold mohurs of the nineteenth sun, *or the halves or quarters of each.*

All future engagements of Government for the provision of the investment or manufacture of salt are to be made in the Calcutta sicca rupee, or the gold mohur of the nineteenth *sun*; and proprietors and farmers of land prohibited from entering into engagements with their under-farmers, &c., after the expiration of the year 1213 Willaity in any other species of rupees.

XVI. All engagements hereafter entered into on the part of Government for the provision of the investment or the manufacture of salt are to be made in the Calcutta sicca rupee, or the gold mohur of the nineteenth *sun* ; and all proprietors and farmers of land are prohibited from concluding engagements with their under-farmers, *ryots*, or dependant *talookdars*, after the expiration of the Willaity year 1213, in any species of rupees or gold mohurs excepting the Calcutta sicca rupees and the gold mohurs of the nineteenth *sun*, under the penalty of not being permitted to recover any arrears that may become due to them under such engagements.

Modifications of Regulation XIX, 1793, respecting rent-free lands not being held under *badshahee* or royal grants.

XVII. The following rules, containing modifications of the provisions contained in Regulation XIX, 1793, respecting lands exempt from the payment of revenue under grants not being *badshahee* or royal, shall be in force in the *zillah* of Cuttack.

Grants of alienated land made previous to the 14th October 1791, declared valid, provided the grantee obtained possession before that date, and has since held possession without paying revenue.

Grants made before the above date of no validity if possession was not obtained prior thereto, or if the lands have been since subjected to the payment of revenue.

XVIII. *First.*—All grants for holding land exempt from the payment of revenue, made previously to the 14th day of October 1791, corresponding with the 30th Assin 1198 Bengal era, the 3rd Cautick 1199 Fussily, the 30th Assin 1199 Willaity, the 3rd Cautick 1848 Sumbut, and the 15th Suffer 1207 Higeree, by whatever authority, and whether by a writing or without a writing, shall be deemed valid, provided that the grantee actually and *bonâ fide* obtained possession of the land so granted, and held it exempt from the payment of revenue previously to the date above-mentioned, and that the land shall not have been subsequently rendered subject to the payment of revenue by the officers or the orders of the Government. If it shall be proved to the satisfaction of the court that the grantee did not obtain possession of the land so granted, or did not hold it exempt from the payment of revenue previously to the date above specified, or that he did obtain possession of it prior to that date, but that it has been since subjected to the payment of revenue by the officers or the orders of Government, the grant shall not be deemed valid.

Grants made subsequent to the 14th October 1791, by whatever authority which may have been confirmed or admitted by the existing Government prior to the 14th October 1803, declared valid, provided the grantee obtained possession previous to that date, and held the lands without being subjected to the payment of revenue until the latter date.

Such grants of no validity if possession was not obtained, or if the lands were subjected to the payment of revenue prior to the 14th October 1803.

Second.—All grants for holding land exempt from the payment of revenue which may have been made subsequently to the 14th day of 1791, and prior to the 14th day of October 1803, by whatever authority, and which may have been confirmed or expressly admitted antecedently to the 14th day of October 1803, by the authority of the existing Government, shall be deemed valid, provided the grantee actually and *bonâ fide* obtained possession of the land so granted, and held the same exempt from the payment of revenue previously to the 14th of October 1803, and the land shall not have been afterwards rendered subject to the payment of revenue by the officers, or the orders of the late Government. If it shall be proved to the satisfaction of the court that the grantee did not obtain possession of the land so granted, or did not hold it exempt from the payment of revenue, previously to the 14th day of October 1803, or that he did obtain possession of it prior to that date, but that it has been since subjected to the

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payment of revenue by the officers, or the orders of the late Government, the grant shall not be deemed valid.

Courts to refer to the Governor-General in Council in the event of their entertaining doubts of the authority of any officer of Government who may have subjected exempted lands granted before the 14th October 1803 to the payment of revenue.

Third.—In the event of a claim being preferred by any person to hold land exempt from the payment of revenue under a grant made previously to the 14th day of October 1791, or under a grant made subsequent to that date, but prior to the 14th day of October 1803, and confirmed or admitted by the authority of the existing Government, and of its being proved to the satisfaction of the court in which the suit may be instituted in the first instance, or to which it may be appealed, that the grantee held the land exempt from the payment of revenue previously to the date specified, but that it was afterwards subjected to the payment of revenue by an officer of Government, and the court shall entertain doubts as to the competency of such officer, under the powers vested in him, to subject the land to the payment of revenue, the court shall suspend its judgment and report the circumstances to the Governor-General in Council, to whom a power is reserved of determining whether such officer was or was not competent to subject the land to the payment of revenue; and upon receiving the determination of the Governor-General in Council, the court is to decide accordingly. In like manner the Governor-General in Council reserves to himself the power of determining, in cases of doubt, whether any officer of the Raja of Berar who may have made, confirmed, or admitted grants of land exempt from the payment of revenue, in the name, or on the part of the Raja, was competent to exercise such authority. The courts of judicature shall accordingly suspend their judgment in cases of the above nature, and report the circumstances for the decision of the Governor-General in Council.

Rules respecting grants for life only.

Fourth.—But no part of the three preceding clauses shall be construed to empower the courts to adjudge any person, not being the original grantee, entitled to hold land now paying revenue to Government, exempt from the payment of revenue, under any grant made previously to the 14th day of October 1803 the writing for which may expressly specify it to have been given for the life of the grantee only; or supposing no such specification to have been made in writing, or the writing not to be forthcoming, or no writing to have been executed, where the grant, from the nature and denomination of it, shall be proved to be a life tenure only, according to the ancient usage of the country.

Fifth.—Nor to entitle the heirs of any person now holding land exempt from the payment of public revenue, under whatever grant, to succeed to, and hold, such land exempt from the payment of revenue upon the demise of the present possessor, where the writing for such grant may expressly specify it to have been given for the life of the grantee only; or, supposing no such specification to have been made in the writing, or the writing not to be forthcoming, or no writing to have been executed, where, from the nature and denomination of the grant, it shall be proved to be a life tenure only according to the ancient usages of the country. Nor to entitle the heirs to any such

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person to hold the lands exempt from the payment of revenue after his demise, supposing the writing for the grant not to specify whether it was to be considered hereditary or otherwise, unless it shall be proved to the satisfaction of the court that the grant, from the nature and denomination of it, is hereditary, according to the ancient usages of the country. But upon the demise of the present possessor of any such grant which may be adjudged not hereditary under this clause, if it shall appear that one or more successions, in virtue of whatever right, shall have taken place before the 14th day of October 1803, the lands shall not be subjected to the payment of revenue under the decree without the sanction of the Governor-General in Council, to whom a copy of the proceedings and decree of the court is to be transmitted, and to whom is reserved a power of declaring the lands subject to the payment of revenue or not, as may appear to him proper.

Power reserved to the Governor-General in Council of determing whether life grants to which one or more successions may have taken place prior to the 14th October 1803 shall be subjected to the payment of revenue or not on the death of the present possessor.

The present possessors of such life grants prohibited from transferring them, or mortgaging the revenue beyond their own lives.

Sixth.—The present possessors of lands held exempt from the payment of revenue, under all life grants declared by the preceding clause not to be hereditary, are prohibited from selling or otherwise transferring them, or mortgaging the revenue of them for a longer period than their own lives; and all such transfers and mortgages are declared illegal and void.

Exempted lands not exceeding ten *beegahs* held under grants made prior to the 14th October 1803, and appropriated to the endowment of temples or other such purposes, not to be liable to assessment.

Decision respecting lands so held exceeding ten *beegahs*, reserved to the Governor-General in Council.

Seventh.—Provided, however, that nothing herein contained shall authorize the subjecting to the payment of revenue any quantity of land, not exceeding ten *beegahs*, held exempt from the payment of revenue under a grant made prior to the 14th day of October 1803 and *boná fide* appropriated as an endowment for temples, or for other religious or charitable purposes. Moreover, if any land so held and appropriated, exceeding ten *beegahs*, shall become liable to assessment under the rules contained in this Regulation, and the judge of the court before which the suit for the assessment of such land may be depending, or the Collector of the district, if no judicial suit respecting it be depending, shall be of opinion that the immediate assessment of such land would be productive of distress, he shall report the same, with the circumstances of the case, for the consideration of the Governor-General in Council.

Courts not to take cognizance of claims to hold exempted lands that have paid revenue for twelve years prior to the 14th October 1803, or to the date of preferring the claim, unless the claimant can show sufficient cause for not sooner preferring it.

Eighth.—The courts of justice shall not take cognizance of any claim to hold exempt from the payment of revenue under the present Regulation land which may have been subjected to the payment of revenue for the period of twelve years prior to the 14th of October 1803; nor of any claim to hold land exempt from the payment of revenue which may have been subjected to the payment of revenue for the twelve years preceding the date on which the claim may be instituted, unless the claimant can show good and sufficient cause for not having preferred his claim to a competent jurisdiction within that period.

All grants of lands exempt from revenue made since the 14th October 1803, and not confirmed by the

XIX. All grants for holding land exempt from the payment of revenue which may have been made since the 14th day of October 1803, corresponding with the 29th Assin 1210 Bengal era, the 14th Cautick 1211 Fussily, the 29th Assin 1211 Willaity,

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the 14th Cautick 1860 Sumbut, and the 27th Jumadee-us-Sanee 1218 Higeree, by any other authority than that of the British Government, and which may not have been confirmed by the Governor-General in Council, or by an officer empowered to confirm them, are declared invalid.

Governor-General in Council or an officer duly authorized, declared invalid.

XX. If doubts shall be entertained by any court as to the competency of the authority of any officer to confirm any such grant, the court is to suspend its judgment and report the circumstances of the case to the Governor-General in Council, to whom a power is reserved of determining finally whether the officer possessed competent authority to confirm the grant or otherwise; and the court, upon receiving the determination of the Governor-General in Council, shall decide accordingly.

Courts how to proceed in the event of their doubting the authority of any officer to confirm a grant.

XXI. The following rule shall be in force in the province of Cuttack for assessing land declared subject to the payment of revenue to Government under the three foregoing sections of this Regulation.

Rule for assessing lands resumed under the three foregoing sections.

XXII *First.*—The revenue assessable on all lands which shall be adjudged or become liable to the payment of revenue under Sections 18, 19, and 20 of the present Regulation, is declared to belong to Government.

The revenue assessed on such lands declared to belong to Government.

Second.—The revenue payable to Government shall be regulated by the rules prescribed by this Regulation for concluding the settlement of lands paying revenue to Government, and by any subsequent rules which may be prescribed relative to the assessment of lands subject to the payment of revenue to Government. If the proprietor shall not agree to the assessment so fixed, a report of his objections, and of the circumstances of the case, shall be made by the Collector of the district through the Board of Revenue for the information of the Governor-General in Council, who will determine on the amount of the assessment; and if the proprietor shall refuse to engage for the same, the lands shall be let in farm or held *khas*, under the rules contained in the existing Regulations.

Assessment to be regulated by the rules for the settlement of the lands paying revenue.

Rules in case of the proprietor refusing to agree to such assessment.

XXIII. The period of one year, reckoning from the expiration of the current Willaity year 1212, shall be allowed to the proprietors to register their grants. On the expiration of that period of time the Collectors shall prepare the first periodical register of lands held exempt from the payment of revenue, and the second, third, and each successive register, at the expiration of every five years.

Periods fixed for registering grants and preparing the periodical registers.

XXIV. All the provisions contained in Regulation XIX, 1793, regarding lands exempt from the payment of revenue to Government, under grants, not being *badshahee*, or royal, which are superseded by the foregoing rules, are hereby declared to be in force in the *zillah* of Cuttack.

All the provisions contained in Regulation XIX, 1793, not superseded by this Regulation, declared to be in force in Cuttack.

XXV. The following rules, containing modifications of the provisions contained in Regulation XXXVII, 1793, respecting lands held exempt from the payment of revenue under *badshahee*, or royal grants, shall be in force in the *zillah* of Cuttack, and all the provisions of that Regulation which are not superseded and

All the provisions of Regulation XXXVII, 1793, not superseded or modified by this Regulation, declared to be in force in Cuttack.

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rendered of no effect by the following rules, shall be considered to be in force in the said *zillah*.

Description of what the term *badshahee* grant is meant to include.

XXVI. *First.*—The term *badshahee* grant shall be construed to extend to all grants made by the supreme power for the time being, and consequently to include grants of the following descriptions :—*First*, royal grants properly so called ; *secondly*, grants made by the Souba of Orissa ; and *thirdly*, grants made by the Rajas of Berar.

Badshahee grants made previously to the 14th October 1803 declared valid, provided the grantee obtained possession before that date, and has since held possession.

Such grants not deemed valid if the grantee did not obtain possession, or, having obtained possession, the grant was resumed prior to the above date.

Second.—*Altumgha*, *jaghire*, *ayma*, *muddudmash*, or other *badshahee* grants, for holding land exempt from the payment of revenue, made previous to the 14th October 1803, shall be deemed valid provided the grantee actually and *bonâ fide* obtained possession of the land so granted previous to that date and the grant shall not have been subsequently resumed by the officers or the orders of Government. If it shall be proved to the satisfaction of the court that the grantee did not obtain possession of the land so granted previous to the 14th October 1803, or that he did obtain possession of it prior to that date, but that it has been since resumed by the officers or the orders of Government, the grant shall not be deemed valid.

Courts to refer to the Governor-General in Council in the event of their doubting the authority of any officer of Government who may have resumed such grants.

Third.—In the event, however, of a claim being preferred by any person to hold land exempt from the payment of revenue under a *badshahee* grant made previous to the 14th October 1803, and on its being proved to the satisfaction of the court in which the suit may be instituted in the first instance, or to which it may be appealed, that the grantee held the land exempt from the payment of revenue previous to that date, but that it was subjected to the payment of revenue posterior thereto by an officer of Government, and the court shall entertain doubts as to the competency of such officer, under the powers vested in him, to resume the grant and subject the lands to the payment of revenue, the court shall suspend its judgment and report the circumstances to the Governor-General in Council, to whom a power is reserved of determining whether such officer was or was not competent to resume the grant ; and upon receiving the determination of the Governor-General in Council, the court is to act accordingly.

Rules respecting grants for life only.

Fourth.—But no part of the preceding clauses shall be construed to empower the courts to adjudge any person, not being the original grantee, entitled to hold land paying revenue to Government exempt from the payment of revenue under a *jaghire* or other grant made previous to the 14th October 1803, where the grant may expressly specify it to have been given for the life of the grantee only ; or supposing no such specification to have been made in the grant, or the grant not to be forthcoming, where the grant, from the nature and denomination of it, shall be proved to be a life tenure only, according to the ancient usages of the country.

Fifth.—Nor to entitle the heirs of any person now holding lands exempt from the payment of public revenue under a *jaghire* or other *badshahee*, life grant made previous to the 14th October 1803 to succeed to, and hold such land exempt from the payment

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of revenue upon the demise of the present possessor, where the grant may expressly specify it to have been given for the life of the grantee only; or, supposing no such specification to have been made in the grant, or the grant not to be forthcoming, where, from the nature and denomination of the grant, it shall be proved to be a life tenure only, according to the ancient usages of the country.

The present possessors of such life grants prohibited from transferring or mortgaging the revenue of them beyond their own lives.

Sixth.—The present possessors of lands now exempt from the payment of revenue under such *jaghire* or other life grants made previous to the 14th October 1803, and declared by the preceding clause not to be hereditary, are prohibited from selling or otherwise transferring them, or mortgaging the revenue of the lands for a longer period than their own lives, and all such transfers and mortgages which have been or may be made are declared illegal and void.

All grants made since 14th October 1803, and not confirmed by Government or an officer duly authorized, declared invalid.

XXVII. All *badshahee* grants for holding land exempt from the payment of revenue which may have been made since the 14th October 1803 by any other authority than that of the British Government, and which may not have been confirmed by Government, or by an officer empowered to confirm them, are declared invalid.

Courts how to proceed in the event of their entertaining doubts of the authority of the officer to confirm the grant.

XXVIII. If doubts shall be entertained by any court as to the comptency of the authority of any officer to confirm any such grant, the court is to suspend its judgment and report the circumstances of the case to the Governor-General in Council, to whom a power is reserved of determining finally whether the officer possessed competent anthority to confirm the grant, or otherwise; and the court, upon receiving the determination of the Governor-General in Council, shall decide accordingly.

Periods fixed for registering grants and preparing the periodical registers.

XXIX. The period of one year, reckoning from the expiration of the Willaity year 1212, shall be allowed to the proprietors to register their grants. On the expiration of that period of time, the Collectors shall prepare the first periodical register of lands held exempt from the payment of revenue under *badshahee* tenures; and the second, third, and each successive register, at the expiration of every five years.

Rules contained in Regulation XXIV, 1793, for deciding on claims to pensions, &c., to be in force in Cuttack, with modifications.

XXX. The rules contained in Regulation XXIV, 1793, for deciding on the claims of persons to the continuance of pensions and allowances granted for religious purposes, shall be considered to be in force in the *zillah* of Cuttack in common with other Regulations extended to that *zillah* by Section 36 of this Regulation: provided, however, that in cases in which persons may have obtained pensions from the Government of Berar, under grants made previous to the 14th of October 1803, such pensions shall be continued to the present incumbents, and will either descend to their heirs and successors, or will revert to Government on the decease of the present incumbents, as shall appear to the Governor-General in Council, on a consideration of the tenor of the grant and all the circumstances of the case, to be proper under Section 4, Regulation XXIV, 1793: provided likewise that in cases in which persons shall have been in the actual receipt of

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pensions during a period of three or more years antecedent to the 14th of October 1803, under whatever authority, such pensions shall be continued to the present incumbents during their respective lives, but shall revert to Government on the decease of the present incumbents, unless any particular reasons shall appear to the Governor-General in Council to exist for continuing the said pensions to their heirs and successors. Provided also that nothing herein contained shall be construed to authorize the resumption of the established donation for the support of the temple of Juggernauth, the charitable donation to the officers of certain Hindoo temples called Anoochuttree, and the allowance granted for the support of the Hindu temple at Cuttack, called Setaram Thakoor Baree.

The collection of *sayer* and other internal duties abolished, with certain exceptions, and the rules in Regulation XXVII, 1793, relating to *chilunta*, *rahdaree*, &c., duties declared to be in force in Cuttack.

Declaration of the intention of Government to make adequate compensations to persons deprived of authorized advantages by such abolition.

XXXI. The settlement of the land revenue of the *zillah* of Cuttack having been ordered to be made with the exclusion of all *sayer* duties, all duties of that description are hereby abolished in the said *zillah*, with the exception of the tax on the sale and consumption of spirituous liquors and intoxicating drugs, and the duties levied from pilgrims at Juggernauth; and the rules contained in Regulation XXVI, 1793, for preventing the collection of any *chilunta*, *rahdaree*, or other duties, by the *zemindars*, *talookdars*, farmers, and other holders of land in the province of Bengal, are hereby declared to be in force in the *zillah* of Cuttack. It is also hereby declared that in conformity to the spirit and principle of clause tenth of Section 2, and the rules contained in Section 6, Regulation XXVII, 1793, it is the intention of Government to grant adequate compensations to all persons who derived advantages from the late *sayer* duties under competent authority from the Government of Berar, or in conformity to long and established usage.

Regulation XXXVI, 1793, extended to Cuttack, substituting the 1st January 1808 for the 1st January 1796, wherever it occurs in that Regulation.

XXXII. Regulation XXXVI, 1793, is hereby declared to be in force in the *zillah* of Cuttack in common with the other Regulations extended to that province by Section 36 of this Regulation: provided, however, that wherever the date of the 1st of January 1796 may occur in that Regulation, the first day of January 1808 shall be substituted for the former date in the decision of all cases regarding the registering of deeds of sale, gift, mortgage, or other instruments for the conveyance of property in the *zillah* of Cuttack.

Sunnuds granted by the Commissioners to certain *zemindars* to hold their estates at a fixed *jumma* in perpetuity confirmed. List of such *zemindars*.

XXXIII. The Commissioners having granted *sunnuds* to certain *zemindars*, entitling them to hold their estates at a fixed *jumma* in perpetuity, those *sunnuds* are hereby confirmed. The following is a list of the names of the *zemindars* to whom this provision is to be considered applicable:—

Zemindar of Killah Durpum,
Ditto of ditto Sookindah,
Ditto of ditto Muddoopore.

Sunnud granted by the Commissioners to Futtah Mahomed, *jaghiredar* of Malood, to hold his lands rent-free in perpetuity, confirmed.

XXXIV. The Commissioners having likewise granted a *sunnud* to Futtah Mahomed, *jaghiredar* of Malood, entitling him and his heirs for ever, in consideration of certain services performed towards the British Government, to hold his lands exempt from assessment, such *sunnud* is hereby confirmed.

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Settlement concluded by the Commissioners with certain hill and jungle *zemindars* for payment of a fixed annual quit-rent in perpetuity, confirmed.

XXXV. *First.* The late Board of Commissioners having concluded a settlement of the land revenue with certain *zemindars*, whose estates are situated chiefly in the hills and *jungles*, for the payment of a fixed annual quit-rent in perpetuity, those engagements are hereby confirmed; and no alteration shall at any time be made in the amount of the revenue payable under the engagements in question to Government.

List of the *mohauls* to which the foregoing applies.

Second. The following is a list of the *mohauls* to which the provision in the preceding clause is applicable:—

Killah Aull.	Killah Humishpore.
Ditto Cojang.	Ditto Miritchpore.
Ditto Puttra.	Ditto Bishenpore.

A settlement shall be concluded on the principle stated in the two foregoing clauses with the *zemindars* of Cordah and Kunka.

Third. The *zemindarees* of Cordah and Kunka, being *mohauls* of the description of those specified in the preceding clause, a settlement shall be concluded, as soon as circumstances may admit, for the revenue of those *mohauls* on the principle on which a settlement has been concluded with the *zemindar* of the *mohauls* specified in the preceding clause.

All Regulations relating to the settlement or collection of the revenue, or the officers employed therein, now in force in Bengal and not superseded by the foregoing rules, declared to be in force in Cuttack.

Exception as to the division of estates.

Exception as to the *jungle* or hill *zemindarees* to which those Regulations are not for the present expended.

List of such *zemindarees*.

XXXVI. All Regulations relating directly or indirectly to the settlement and collection of the public revenue, or the conduct of the officers employed in the performance of that duty, whether European or native, in the province of Bengal, which are not superseded by the foregoing rules, are hereby extended to, and declared to be in force in the zillah of Cuttack: provided, however, that nothing herein contained shall be construed to authorize the division of the lands comprised in any estates in the zillah of Cuttack in which the succession to the entire estate devolves according to established usage to a single heir. In cases of this nature the courts of justice are to be guided by the provisions contained in Regulation X, 1800: provided also that nothing herein contained shall be construed to imply that any part of the said Regulations are for the present to be considered to be in force in certain *jungle* or hill *zemindarees* occupied by a rude and uncivilized race of people, with the proprietors of which estates engagements were formed by the late Board of Commissioners for the payment of a certain fixed quit-rent or tribute to Government. The following is a list of the names of the *mohauls* to which this exemption from the operation of the general Regulations is to be considered applicable:—

Killah Neelgery.	Killah Kindeapara.
Ditto Bankey.	Ditto Neahgurh.
Ditto Joormoo.	Ditto Rampore.
Ditto Nirsingpore.	Ditto Hindole.
Ditto Angole.	Ditto Teegoreah.
Ditto Toalcherry.	Ditto Burrumboh.
Ditto Attghurh.	Ditto Deckenaul.
Ditto Kunjur.	

Similar exception from the operation of the general Regulations considered applicable to the territory of Mohurbunge.

XXXVII. The foregoing exemption from the operation of the general Regulations shall likewise for the present be considered to be applicable to the lands known by the appellation of the territory of Mohurbunge, but it shall be the duty of the Collector

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of the zillah to conclude a settlement with the proprietor of that estate for the payment of a fixed annual quit-rent on the principles on which a settlement has been concluded with the other hill or jungle zemindars specified in the preceding section.

REGULATION VII, 1822 A.D.

A REGULATION *for declaring the principles according to which the settlement of the land revenue in the ceded and conquered provinces, including Cuttack, Puttaspore and its dependencies, is to be hereafter made, and the powers and duties belonging to Collectors or other officers employed in making, revising or superintending settlements: for continuing, with certain exceptions, the existing leases within the said provinces for a further term of five years; for defining, settling, and recording the rights and obligations of various classes and persons possessing an interest in the land, or in the rent or produce thereof; and for vesting the revenue authorities with judicial cognizance in certain cases of suits and claims relating to land, the rent and produce of land:*—PASSED *by the Governor-General in Council on the* 8*th August* 1822, *corresponding with the* 25*th Sawun* 1229, *Bengal era; the* 5*th Sawun* 1229 *Fusly; the* 26*th Sawun* 1229 *Willaity; the* 6*th Sawun* 1879 *Sumbut; and the* 19*th Zekaad* 1237 *Higeree.*

Preamble.

WHEREAS the existing settlement of the land revenue in the ceded provinces will expire with the present Fusly year, and it has therefore become necessary to declare and enact the principles and rules according to which the demand of the state is thereafter to be regulated, and the manner in which future settlements and revisions of settlements are to be conducted; and whereas a moderate assessment being equally conducive to the true interests of Government and to the well-being of its subjects, it is the wish and intention of Government that in revising the existing settlement the efforts of the revenue officers should be chiefly directed, not to any general and extensive enhancement of the jumma, but to the objects of equalizing the public burthens, and of ascertaining, settling, and recording the rights, interests, privileges, and properties of all persons and classes owning, occupying, managing or cultivating the land, or gathering or disposing of its produce, or collecting or appropriating the rent or revenue payable on account of land, or the produce of land, or paying or receiving any cesses, contributions or perquisites to or from any persons resident in, or owning, occupying or holding parcel of any village or mehal; and whereas, with these views and intentions the Governor-General in Council has considered it to be expedient and proper, with the exception hereinafter specified, to continue the existing assessment in all cases in which the settlement has been formed with zemindars or other persons

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acknowledged as proprietors or possessors of a permanent interest in the mehal for which they may have engaged, until a new settlement can be made, combining with the revision of the Government jumma and the deliberate investigation of the facts, by the determination of which its amount must be regulated, a full inquiry into, and a careful settlement of the rights and interests of all classes connected with the land; and whereas the same principles are applicable to the district of Cuttack, the pergunnah of Puttaspore and its dependencies, of which the settlement will expire with the present Umlee year; and whereas it has appeared expedient to make special provision for the early settlement of the district of Goruckpore, the chucla of Azimgurh, the pergunnah of Puttaspore and its dependencies; and whereas it is also advisable to provide for the revision of the settlement of the conquered provinces and of the province of Bundlecund, pending the continuance of the existing leases; and whereas it is the desire of Government that the proceedings held, and the records formed by the Collectors, when making settlements or otherwise specially employed in conducting inquiries of the above nature, should be such as that all demands, claims, and suits may be adjudged and determined according to the facts therein stated, until the same shall have been formally altered, or it shall be shown by the result of a full investigation in a regular suit, that the proceeding or record of the Collector was erroneous or incomplete; and whereas it is necessary to declare and define the powers and authority to be vested in Collectors in the conduct of the said inquiries and the adjustment of the differences arising out of, or made known by them; and whereas it further appears advisable that the revenue officers should in certain cases be vested with authority judicially to receive, hear, investigate, and determine suits, claims, and demands of the above description; and whereas it appears to be expedient to declare and explain the views and intentions of Government relative to the rights to be enjoyed and exercised by the sudder malgoozars or persons admitted to engage for the payment of the Government revenue, and by persons collecting the rents of the land or revenue of Government, without being subject to the payment of any portion of it to the public treasury, such as jagheerdars and other owners or managers of lakheraj lands, and it is particularly necessary in the case of estates held in putteedaree or bhyachara tenure to make further provision for protecting the sharers who have not been admitted to engagements with Government against the encroachments of the sudder malgoozar, and likewise to secure the latter against the consequences of the embezzlement or misappropriation by the former of the funds whence the Government revenue ought to be discharged.

For the purposes and objects above specified, the following rules have been enacted to be in force from the date of their promulgation throughout the ceded and conquered provinces, in the district of Cuttack, the pergunnah of Puttaspore and its dependencies.

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The existing settlement in the ceded provinces to be extended in certain cases for a further period of five years.

II. *First.* The existing settlement of the land revenue in the ceded provinces, with the exception hereinafter specified, shall, in all cases in which it may have been concluded with zemindars or persons acknowledged as the proprietors or possessors of a permanent interest in the mehal for which they have engaged, continue in force until the expiration of the year 1234 Fusly, subject to the following provisions.

So also the settlement in Cuttack.

Second. In like manner, and subject to the same provisions, the existing settlement of the land revenue in the district of Cuttack shall, in all cases wherein it may have been concluded with persons of the above description, continue in force until the expiration of the year 1234 Umlee.

Proclamations issued by the Revenue Boards and Commissioners, notifying the proposed extension of the settlement, sanctioned and confirmed.

Third. The Board of Commissioners in the ceded and conquered provinces and the Commissioner in Cuttack, having, under instructions from the Governor-General in Council, caused proclamations to be issued in the several districts under their authority, declaring the resolution of Government to extend the existing leases as above, and requiring all zemindars and other persons aforesaid, who might be unwilling to continue their engagements for a further period of five years, to notify the same to the Collector of the zillah, the said proclamations are hereby sanctioned and confirmed; and all zemindars and other persons aforesaid who shall not have made a notification to the effect and within the period thereby required, shall be held, and are hereby declared, to be responsible for the same revenue for each of the ensuing five years, viz. until the expiration of the year 1234 Fusly, or 1234 Umlee, as the case may be, as may be demandable from them on account of the present year.

Zemindars failing to notify their intention to relinquish their lands under the said proclamations, shall be held responsible for the payment of the present jumma during the ensuing five years.

Goruckpore and Azimghur excluded from the operation of the foregoing clauses.

Fourth. The districts of Goruckpore and Azimgurh are excluded from the operation of the rules contained in the preceding clauses of this section: the zemindars and other persons aforesaid within the said districts shall be allowed to hold from year to year the mehals for which they may now be under engagements, subject to the payment of the jumma demandable on account of the present year, until the revenue officers shall be prepared to commence a careful revision of the settlement of their respective estates; and all engagements into which such zemindars and other persons may have entered, or shall enter, with the local revenue authorities for continuing their present leases as aforesaid, are hereby confirmed.

Zemindars of these districts to hold on from year to year until a new settlement shall be made.

The existing leases in Puttaspore and its dependencies to be similarly continued from year to year.

Fifth. In like manner the zemindars and other persons aforesaid within the pergunnah of Puttaspore and its dependencies shall similarly be allowed to hold from year to year the mehals for which they may now be under engagements until a proper settlement of the same can be made.

General rule relative to zemindars holding on after the expiration of their leases.

Sixth. Provided also that it be hereby declared and enacted as a general rule that if any zemindar or other malgoozar as aforesaid, who may now or heareafter be under engagement for the payment of the revenue demandable by Government on account of any mehal, shall be allowed by the revenue authorities to continue in the management of such mehal after the expiration of

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such engagement, and shall do or direct any act relative to the cultivation or management of such mehal, or the settlement, assessment, or collection of the rents of such mehal, in, or on account of any year subsequent to the term of such engagement, such zemindar or other malgoozar aforesaid shall be held to be responsible on account of such year for the same revenue as may have been demandable from him for the year preceding, unless otherwise specially agreed upon. Provided further that it shall be competent for Collectors or other officers exercising the powers of Collectors, with the sanction of the Board or Commissioner to whom they may be subordinate, at any time, not being more than six months previous to the expiration of a settlement, to call upon the zemindars or other malgoozars as aforesaid to declare whether or not they are willing to continue their engagements for the ensuing year; and if such zemindars or other malgoozars shall not forthwith notify their refusal to do so, they shall be held to have agreed to such an extension of their leases at the existing assessment, and so on, from year to year, as aforesaid.

Collectors authorized with the sanction of the Boards, to require zemindars to state whether they are willing to continue their engagements.

Zemindars or other malgoozars who may be allowed to hold on from year to year shall not be chargeable with any additional revenue on account of any year unless the Collector or other officer exercising the powers of Collector shall notify his intention to revise the assessment on or before the commencement of such year, unless where otherwise specially provided.

Zemindars allowed to hold on, shall not be chargeable with additional revenue excepting in certain cases.

III. With respect to estates which are at present let to farm, a settlement thereof shall be made on the expiration of the existing leases for such a period as the Governor-General in Council may direct: a preference shall be given to the zemindars or other persons possessing a permanent property in the mehals if willing to engage for the payment of the public revenue on reasonable terms: provided also that in cases wherein such mehals may be let in farm, the term of the lease granted to the farmers shall not exceed twelve years. The above rules shall likewise be applicable to estates now held khas. So in any case wherein the zemindars and other proprietors may refuse to continue their existing engagements, or to enter into new engagements on equitable terms, it shall be competent to the revenue authorities to let the lands in farm for such period, not exceeding twelve years, as the Governor-General in Council shall appoint, or to assume the direct management of them, and to retain them under khas management during the period aforesaid, or such shorter period as may be judged proper. Provided further that if in any case it shall appear to the revenue authorities that the continuance or admission of any Raja, zemindar, talookdar, or other person, who may have engaged, or may claim to engage for any mehal, or mehals in, or to the management of such mehal or mehals, would endanger the public tranquillity, or otherwise be seriously detrimental, it shall be their duty to report the circumstance to Government, and it shall be competent to the Governor-General in Council, by an order in Council, to cause such mehal or mehals to be held khas or let in farm for such term as may

Settlement how to be made for farmed estates.

For estates held khas.

For estates of recusant zemindars.

Cases in which zemindars may be excluded from, or deprived of, the management of their estates.

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appear expedient and proper, not exceeding the period above specified.

The admission of particular parties to engage for the payment of the public revenue shall not bar the revenue officers from interfering to adjust the rights of other persons or classes.

IV. In admitting particular parties to engage, it was in no degree the intention of Government to compromise private rights or privileges, or to vest the sudder malgoozars with any rights not previously possessed by them, excepting in so far as their interest in the land for which they may have engaged might be improved by the limitation of the Government demand, or otherwise by the resignation in their favor of rights previously vested in Government itself, or as it may have been found necessary, with a view to the punctual realization of the public dues, to vest the sudder malgoozar, by special Regulation, with authority of distraint, or other powers of coercion over the under-tenants. On the contrary, it is the anxious desire of Government, and the bounden duty of its officers, to secure every one in the possession of the rights and privileges which he may lawfully possess or be entitled to possess. In pursuance of this principle it is hereby declared and enacted that nothing in the above provisions for extending the existing leases, or in the stipulations of the existing settlements, do or shall be construed to bar the revenue officers duly empowered in that behalf from interfering to adjust the respective rights of the sudder malgoozars and their under-tenants; nor shall any claims to a remission or abatement of revenue be admitted on the ground of any decision or order passed in that behalf; but if such decision or order shall operate materially to reduce the profits derived by any zemindar or malgoozar from the mehal owned or managed by him, it shall be competent for such zemindar or malgoozar to relinquish his engagements, and the revenue officers shall in such case proceed to make a settlement of the mehal *de novo*.

But if the profits of any zemindar be materially reduced by any order or decision of such officer, he shall be at liberty to relinquish his engagements.

Existing provisions relative to malikana and nankar rescinded.

V. *First.* The provisions contained in the existing Regulations regarding the allowance to be made to zemindars and other malgoozars who may be excluded from the management of mehals owned or claimed by them, whether as malikana or nankar, are hereby rescinded.

Malikana to be allowed to proprietors of estates farmed or held khas.

How to be apportioned among several proprietors.

Second. The proprietors of estates let in farm or held khas shall be entitled to receive an allowance of malikana at such rate as the Board of Commissioners or other authority exercising the powers of that Board may determine anything in the existing Regulations notwithstanding the said malikana to be apportioned in cases in which several proprietors may have heretofore held an estate under one common assessment, whether in joint tenancy or otherwise according to the shares of each respectively: provided also that the malikana allowance granted to the proprietor or proprietors of any mehals shall not in any case be less than five per cent. on the net amount realized by Government from the lands; nor shall it exceed ten per cent. on that amount without the special sanction of the Governor-General in Council. Provided further that if the said proprietors shall in any case be in the receipt of any perquisite or the profits of any lands in lieu of the nankar formerly granted to them by the native Governments, or otherwise

Not to be less than five, nor without special sanction of Government more than ten per cent. on the Government jumma.

Subject to what deduction.

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in consideration of their proprietary tenure, the amount of such allowance shall be deducted from the malikana to which they are by this section declared to be entitled: provided also that this rule shall not apply to such zemindars as may continue in the occupancy of their tenures whilst the mehal in which they are included is held khas or farmed, or of any part of them; that is to say, zemindars who may cultivate or lease their lands and pay the revenue to the farmer or Government officers; nor without the special sanction of Government to any malgoozar, zemindar, or other proprietor or holder of land who may directly or indirectly continue to draw any allowance from the ryots of the lands farmed or held khas: provided also that malgoozars not being actual proprietors of the land included in the estate for which they may have formerly been under engagements, though recorded in the accounts of past settlements as zemindars, talookdars, or the like, or being proprietors of a part of only of such land, shall not receive the above allowance on the jumma of the estate, but shall receive such allowance in lieu of their title of management as it may appear to Government to be equitable to assign, in addition to the malikana to which they may be entitled on account of any lands held by them in actual property, and of which they may not retain the occupancy; and no malikana shall be granted to any sudder malgoozar on account of lands the occupants of which may deny his right of property until he shall have established his right by a regular suit in a court of justice, or to the satisfaction of the Board. But in such cases such provision will be made for the intermediate support of the party as the Governor-General in Council may, on the recommendation of the Board, see fit to direct.

No malikana allowance under this rule to be granted to zemindars who may continue to occupy their lands under the farmer, or Government officer.

Nor without special sanction to zemindars making collections from the ryots.

Provision for the case of malgoozars not proprietors or only part proprietors of the mehals for which they may have been under engagements.

Third. Provided also that if any zemindar or sudder malgoozar shall have been called upon by a Collector or other officer exercising the powers of a Collector to state the highest amount of jumma for the payment of which he may be willing to engage, and shall have stated the same accordingly, the sum so stated by such zemindar or sudder malgoozar, and not the jumma ultimately realized by Government, shall form the basis on which his malikana allowance shall beadjusted; and in such case it shall and may be lawful for the revenue authorities to limit the said allowance to five per cent. on the said sum, or to a portion thereof, according to the extent of the proprietary interest possessed by the said zemindar or sudder malgoozar. Provided also that if a zemindar or sudder malgoozar, when so called upon, shall fail to specify or tender any sum as aforesaid, then, and in that case, the net revenue derived by Government from the mehal on account of the year preceding that in which the Collector or other officer aforesaid may make the said requisition, shall be taken as the sum by which the amount of malikana (not being less than five, nor more than ten per cent. on the same) shall be adjusted.

Zemindars may be called upon to state the jumma for which they may be willing to engage, and their malikana allowance may be adjusted according to the amount tendered by them.

Or by the net revenue of the preceding year, if no tender be made.

VI. *First.* In cases wherein the existing engagements may be continued under the rule contained in Section II of this Regulation, it shall and may be lawful for the Collectors, with the

Revenue officers may revise settlement of estates of which the existing leases shall be

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extended under Section II during the continuance of such extended lease.

sanction of the Board of Commissioners, to enter at any time in the course thereof on a revision of the settlement, notwithstanding such continuance of the existing leases, and to adopt such measures as may be requisite for ascertaining and determining the extent and produce of the lands and the amount of jumma properly demandable therefrom, and for procuring and recording the fullest possible information in regard to the rights, interests, privileges, and properties of the agricultural community; and to determine the same with the same powers and authority as they now are, or may hereafter be entitled to exercise, in forming the settlement of estates open to reassessment.

Revision of settlement how to be made.

Second. The said revision of the settlement shall be made village by village and mehal by mehal, and such number of mehals shall be revised in each year as the Board, under the orders of the Governor-General in Council, may direct.

Revision of settlement shall not operate to alter the amount of the jumma payable on account of lands included in existing engagements.

Third. Such revision of the settlement shall not operate to disturb the existing engagements during the period for which they may be continued under the provisions of Section II of this Regulation, in so far as such engagements relate to the amount of jumma demandable by Government; but the said engagements shall be held and considered to include only such villages and lands as may be specified in the proceedings or accounts of the settlement last concluded; and if on the revision of the settlement of any mehal it shall be found that there has been any material error or concealment of lands belonging to such mehal the Collector shall be authorized, subject to the orders of the Board, separately to assess the lands so withheld from the knowledge of the revenue authorities, in the same manner and with the same powers as he would assess an unsettled mehal. Provided also that nothing in this or the preceding sections shall be construed to prevent the revenue officers from passing and enforcing such orders in regard to the rights and interests to be enjoyed by the different classes or persons connected with any mehal during the period for which the existing settlement has been extended, as they may or shall be authorized to pass or enforce, when adjusting the assessment of an unsettled mehal.

But lands withheld from the knowledge of the revenue officers at past settlements may be separately assessed.

Revenue officers revising settlements to exercise the same authority in adjusting the relative rights of individuals as they may exercise when assessing a mehal open to reassessment.

Collectors in the conquered provinces to revise settlements during the continuance of the existing leases.

Fourth. It shall in like manner be competent to the Collectors in the conquered provinces, and in the province of Bundlecund, to enter on a revision of the settlement under the provisions contained in the preceding clauses of this section, during the continuance of the existing leases.

When revision of settlement completed, prolonged leases to be granted in the ceded provinces and in Cuttack, Puttaspore, and its dependencies for years subsequent to 1234.

VII. *First.* When a Collector in the ceded provinces, or in the province of Cuttack, shall have completed the revision of the settlement of any mehals under the rules contained in the preceding section, it shall and may be lawful for him, subject to the orders of the Board of Commissioners and of Government, to grant to the proprietors, if willing to engage on adequate terms, renewed leases for such further term of years subsequent to the year 1234 Fuslee or Umlee as the Governor-General in Council may direct.

Jumma for years subsequent to 1234 how to be adjusted.

Second. The assessment to be demanded on account of the years subsequent to the year 1234 Fuslee, to which leases renewed

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as above may extend, shall be fixed with reference to the produce and capabilities of the land as ascertained at the time when the revision of the settlement shall be made, unless under special circumstances justifying a prospective enhancement of the Government demand. Provided also that the amount of such assessment shall not be raised above that of the present jumma unless it shall clearly appear that the net profits to be derived from the land by the zemindars and others who may be entitled to share in the profits arising out of the limitation of the Government demand will exceed one-fifth of that amount: and in cases wherein any increase may be demanded, the assessment shall be so regulated as to leave the zemindars and others aforesaid a net profit of 20 per cent. On the amount of the jumma payable by or through them respectively, no abatement on the existing jumma will be allowed unless on the clearest grounds of necessity.

Pottahs granted on revised settlement only to cover lands specified.

Third. The pottahs granted on such revised settlements shall be held only to secure the malgoozars from further demand during the term of their respective leases on account of the lands specified in it, or described in the settlement roobakaree of the Collector, with such allowance for error as may be distinctly declared at the time of settlement. Zemindars and other persons entering into engagements will be required therefore to afford the fullest and most correct information in regard to the rucba of the mehals for which they may engage.

In conquered provinces likewise, renewed leases to be granted pending the present settlement for a term of years subsequent to its expiration.

Fourth. In like manner it shall and may be lawful for Collectors in the conquered provinces and in the province of Bundlecund to grant renewed leases for a further term of years subsequent to the expiration of the existing settlement subject to the same rules, restrictions, and provisions as are enacted in the preceding clauses relatively to the ceded provinces.

Cases wherein the final settlement of estates shall after revision be postponed until the expiration of the current leases.

Fifth. If any zemindar or sudder malgoozar the settlement of whose estate may be revised under the above rules, shall refuse to enter into suitable engagements for a further period beyond the term of the then current lease, or if after such revision the revenue authorities shall under any other circumstances deem it expedient to postpone taking further engagements for the payment of the revenue of any mehals until the expiration of the current leases, it shall be competent to them to do so; and in such case, the several rules contained in Section III of this Regulation, relative to estates of which the settlement will expire with the present year, shall on the expiration of the said leases be and be held applicable to such mehals.

Rules applicable to such cases.

The same rules applicable to estates in Goruckpore, Azimghur, Putaspore, &c., as they may become open to resettlement.

Sixth. The same rules shall also be applicaple to the several mehals within the district of Goruckpore, the chucla Azimguth, the pergunnah Putaspore and its dependencies, as they may respectively become, or be declared open for resettlement.

Waste lands may be disposed of by Government under what conditions.

VIII. Where the waste land belonging to or adjoining any mehal is very extensive, so as considerably to exceed the quantity required for pasturage or otherwise usefully appropriated, it shall be competent to the revenue officers to grant leases for the same to any persons who may be willing to undertake the

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cultivation in perpetuity, or for such periods as the Governor-General in Council shall determine; and to assign to the zemindars or others who may establish a right of property in the lands so granted an allowance equivalent to Rs. 10 per cent. on the amount payable to Government by the leases in lieu and bar of all claims to or in the waste lands so granted, or such other perquisites or privileges as by the custom of the country they may appear in such cases entitled to receive.

Detailed investigations to be prosecuted by Collectors and other officers making or revising settlements.

IX. *First.* It shall be the duty of Collectors and other officers exercising the powers of Collectors, on the occasion of making or revising settlements of the land revenue, to unite with the adjustment the assessment and the investigation of the extent and produce of the lands, the object of ascertaining and recording the fullest possible information in regard to landed tenures, the rights, interests, and privileges of the various classes of the agricultural community. For this purpose their proceedings shall embrace the formation of as accurate a record as possible of all local usages connected with landed tenures, as full as practicable a specification of all persons enjoying the possession and property of the soil or vested with any heritable or transferable interest in the land or the rents of it, care being taken to distinguish the different modes of possession and property, and the real nature and extent of the interests held, more especially where several persons may hold interests in the same subject-matter of different kinds or degrees. This record shall, in putteedaree or bhyachara village, or the like, include an accurate register of all the coparceners,—not merely the heads of divisions, such as the puttees, thokes, or bahrees, but also as far as possible of every person who occupies lands, disposes of its produce, or receives rent as proprietor, or as agent for one or more proprietors holding land and disposing of its produce, or receiving the rents of it in common, with a detailed statement of the interior arrangements adopted by the brotherhood for the distribution of the profits derived from sources common to the coparcenency where any such exist, and for determining the share of the Government jumma, and of the village expenses which each parcener is to contribute, or the other modes in which the engaging parcener or intermediate puteedars and behreedars collect from the cultivators. A record shall likewise be formed of the rates per beegah of each description of land or kind of produce demandable from the resident cultivators not claiming any transferable property in the soil, whether possessing the right of hereditary occupancy or not, and the respective shares of the sudder malgoozar or other manager and the cultivator in lands cultivated under kunkoot, bataie, or similar engagements, with a distinct specification of all cesses or extra collections made by the malgoozar or village manager or other. The names of all the village putwarees and village watchmen shall also be registered, with a statement of the amount and nature of the allowances assigned to them. And all lakheraj tenures shall be carefully recorded with a specification of the nature

Proceedings to embrace what particulars.

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How far to be binding on the courts of judicature.

What cesses or collections to be held illegal.

of the tenure. The information collected on the above points shall be so arranged and recorded as to admit of an immediate reference hereafter by the courts of judicature, it being understood and declared that all decisions on the demands of the zemindars shall hereafter be regulated by the rates of rent and modes of payment avowed and ascertained at the settlement and recorded in the Collector's proceedings until distinctly altered by mutual agreement or after full investigation in a regular suit; and all cesses or collections not avowed and sanctioned, nor taken into account in fixing the Government jumma, shall be held illegal and unauthorized unless now or hereafter specially sanctioned by Government.

Collectors and other officers making settlement may grant pottahs to mofussil zemindars and ryots.

Second. Provided also that it shall be competent to Collectors and other officers as aforesaid (subject to the orders of the Board of Commissioners) to grant pottahs to the several mofussil zemindars and ryots or other owners or occupants of land for the land owned or occupied by them, specifying the amount to be paid by them and all the conditions attaching to their tenure, and a register of all pottahs so granted shall form a part of the roobukaree of settlement.

In what case engagements for the revenue may be taken as heretofore without a detailed mofussil settlement.

Such engagements not to be granted for a term exceeding five years, nor to bar an intermediate revision.

Third. Provided, however, that if from the number of estates of which the leases may at once expire in any district, or from any other special cause, it shall be found necessary for the security of the Government revenue to take engagement from any zemindar, malgoozar, or farmer, without completing the detailed inquiries above directed, it shall be competent to the Boards of Revenue or other authority exercising the powers of such a Board to cause engagements for the revenue to be taken in the manner heretofore in use, reporting the circumstances to the Governor-General in Council; but the term of the engagements so taken shall not exceed five years, and the rules relative to the revision of the settlements of mehals, of which the existing leases have been extended under the provisions of Section 2 of this Regulation, shall be equally applicable to estates for which such engagements shall be taken.

In cases where several persons holding interests of different kinds may have separate properties in the same land, Government may determine which of such parties shall be admitted to engage for the public revenue.

Provision to be made for the remaining parties.

Government will also determine the manner and proportion in which the net rent or profit arising out of the limitation of the public demand shall be distributed among the different parties possessing properties in lands settled in perpetuity or for a term of years.

X. *First.* Of several parties possessing separate heritable and transferable properties in any parcel of land, or in the produce or rent thereof, such properties consisting of interests of different kinds, it shall be competent to the Governor-General in Council to determine and direct which of such parties shall be admitted to engage for the payment of the Government revenue, due provision being made for securing the rights of the remaining parties. It is further hereby declared and enacted that it is, and shall be, competent to the Governor-General in Council, in confirming the settlement of any mehal in perpetuity or for a term of years, to determine and prescribe the manner and proportion in which the net rent or profit arising out of the limitation of the Government demand shall be distributed among the different parties possessing an interest in the lands appertaining to such mehal, or in the rent or produce of such lands or mehal.

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Mofussil settlements to be made in cases wherein the title of an intermediate manager between Government and the proprietors or hereditary occupants of the soil may be maintained.

Second. In cases wherein any land appertaining to a mehal hitherto recognized as the talooka, zemindaree, or the like of one or more sudder malgoozars, may be owned or occupied by other persons holding under the sudder malgoozar and possessing an heritable and transferable property therein, or a hereditary right of occupancy subject to the payment of a fixed rent, or of a rent determinable by a fixed principle, if the title of the said sudder malgoozar to engage for the revenue be upheld, and generally in cases wherein the tenure of an intermediate malgoozar or manager between the Government and the proprietors or hereditary occupants of the soil may be maintained, whether the Government revenue be collected from the zemindar, talookdar, or other hereditary intermediate malgoozar, or the mehal be farmed or held khas, it shall be competent to the Collector or other officer who may be employed in adjusting the jumma to be assessed on such mehal, with the sanction of the Board previously obtained, and subject to the orders and direction of that authority, to make a mofussil settlement with each of the proprietors or occupants aforesaid for the land possessed by him, and to grant such proprietors or occupants pottahs defining the condition on which they are to hold their land, whether subordinate to the sudder malgoozar or to the farmer or officer of Government employed in the khas management; and in all such cases, if engagements for the Government revenue of the mehal be taken from the intermediate hereditary malgoozar, the particulars of the mofussil settlement, when approved by the Board, shall be endorsed on the pottah to be granted to the sudder malgoozar, or shall be so incorporated with the engagement taken from him as to form part of the same.

Where several persons may hold a common property or properties subject to a common obligation.

Third. In cases in which two or more persons may possess a joint property in any village, mehal, or parcel of land, or in the rent or produce of any village, mehal or land, or in any part of such village, mehal, land, rent or produce, the property of such persons consisting of interests of the same kind, whether of the same extent or otherwise, as well as in cases wherein such property in any mehal, village, land, produce or rent, may be separately possessed by parties subject by prescriptive usage to common obligations, whether existing or contingent, it shall be competent to the Collector or other officer exercising the powers of Collector, subject to the orders and direction of the Board and of the Governor-General in Council, either to make a joint settlement with the parties collectively, or a majority of them, or with an agent appointed by them, or a majority of them, or to select one or more of them to undertake the management of the mehal as sudder malgoozars, due advertence being had to the wishes of all the coparceners, and to the past custom of the village or villages comprised in the mehal.

The revenue officers may make a joint settlement with or on behalf of the parties collectively, or of a majority of them.

Or may select one or more to manage the mehal as sudder malgoozars.

When a joint settlement is to be made, parties how to be summoned.

Fourth. When it shall be determined to make a joint settlement for any village, mehal, or parcel of land, with the parties possessing therein a joint property as aforesaid, the Collector or other officer making the settlement shall give

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notice of his intention by a written proclamation to be stuck up in some public place within the village, mehal, or land, and shall require all persons possessing therein a property as aforesaid to attend either in person or by representative duly authorized in the matter within a reasonable period, at a stated place and time, and to declare their agreement or non-agreement to the jumma proposed to be assessed on the village or land.

Fifth. If any person or persons, when summoned as above, shall refuse, neglect, or omit to attend, either in person or by representative, such person or persons shall be held to be bound by the decision of the majority of those who may attend in agreeing or disagreeing to the jumma, and his or their interests and estate shall, unless otherwise specially allowed, be held responsible for the Government revenue, and be liable to sale in the event of any arrear accruing on account of the settlement.

Persons wilfully failing to attend when summoned, to be bound by decision of the majority who may attend, and to be responsible for the revenue agreed to.

Unless otherwise specially provided.

Sixth. If any person or persons shall attend, and shall object to the jumma proposed to be assessed, then, should a settlement be made with the other parties present, the objecting parties shall be left in the enjoyment of the same rights and interests as they would enjoy in the event of the mehal being farmed or held khas: and in so far as regards the lands to which such rights and interests attach, the other parceners, if their engagements be extended thereto, shall be considered farmers of the Government revenue, to hold the same under leases of such term as may be determined and agreed upon under the general rules applicable to lands for which the proprietors may refuse to engage.

In cases in which any of the parceners object to the jumma assessed, the engaging parceners shall be deemed to be farmers of the revenue of the lands belonging to the recusants, if their engagements extend to such lands.

Seventh. When any mehal or portion of a mehal held by a number of cultivating proprietors in putteedaree or bhyachara tenure or the like, shall be let in farm or held khas, the rent demandable from the proprietors of such mehal or portion of mehal on account of the land occupied and cultivated by themselves shall be adjusted by the rates payable by ryots or other resident cultivators not having a heritable and transferable property in the soil for lands of a similar description in the same or in the adjoining villages, with a deduction of five per cent., on account of malikana or such other rate, not being less than five per cent. as Government may determine.

Proprietors cultivating lands of which the revenue may be collected khas or farmed, at what rates to pay rent.

Eighth. When it shall be determined to make a settlement of a mehal of the above description with one or more of the parceners selected to manage, collect, and account for the public revenue as sudder malgoozar, then, and in that case, the interests of the non-engaging parceners shall not be held answerable for the default of the sudder malgoozars, save and except in so far as may be specifically provided. Such parceners shall, until regularly separated, continue to hold their lands as subordinate proprietors, subject to the payment of rent or revenue to the sudder malgoozar at the rates and in the mode heretofore in use, excepting in so far as that usage may be affected by the determination of Government in regard to the distribution of the net rent or profit derived from the limitation of the Government demand, or by the rules now in force, or hereafter to be enacted, for vesting the sudder malgoozars with

When the settlement of a mehal held in common tenancy or subject to common obligation shall be made with one or more of the parceners selected as manager or sudder malgoozar, on what terms the other parceners are to hold.

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specific powers over the subordinate tenants in the collection of the rent or revenue demandable from them. The responsibility attaching to the persons selected as sudder malgoozars, and the conditions under which they are to hold that title of management, will in each case be specifically declared at or after the time when the settlement is confirmed. The conditions and limitations under which the subordinate proprietors shall be admitted to separate engagements will also be similarly declared.

Nature and conditions of the sudder malgoozar's tenures to be declared.

Lands separately owned and occupied, though hitherto held as one mehal, may be separately settled.

Ninth. Provided further that in all cases wherein different parcels of land belonging to any mehal may be separately owned and occupied by different proprietors, or by different bodies of proprietors, it shall be competent to the Boards of Revenue, or other authority exercising the powers of that Board, to cause a separate settlement to be made for the land owned and occupied by each proprietor, or by each body of proprietors, and each parcel of land for which a separate settlement may be so made shall be held exclusively responsible for the revenue assessed upon it:

Joint properties, or properties subject to a joint obligation, in what cases to be divided.

Provided also that if the several parties possessing a joint property or separate properties, subject to a common obligation as aforesaid, or any of them, shall apply to a Collector or other officer making or revising a settlement, to have separate possession of their several share or shares in such joint property, or to be admitted to separate engagements, it shall be competent to such Collector or other officer, with the sanction of the Board or other authority to which he may be subordinate, to make a partition of the property among the different parties according to their respective interests, and to make a separate settlement with each of them, or with such as may desire to enter into separate engagements.

Proprietors though excluded from engagements may have their names registered.

Tenth. In all cases wherein any proprietors may be excluded from engagements, the Collector shall be careful to let it be known that all persons possessing a property in the mehal are entitled to have their names recorded in the roobukaree of settlement, with the amount or rate of the assessment demandable from each.

Collectors forming such registry to proceed on the basis of actual possession.

XI. The Collector's proceedings in forming the registry above directed shall be founded on the basis of actual possession, and that officer shall in every instance be careful to record the precise nature of the authority on which the entries in his books may be made. In conformity with the above principle, it shall be competent to the Collectors or other officers, when making or revising settlements, or otherwise deputed to investigate and determine the circumstances of any mehal and the nature of the tenures connected with it, to correct the errors or omissions of former settlements by admitting to engagements or entering on the public records the names of persons found in the *bonâ fide* possession of land, or in the receipt of rent under a proprietary title; and in such cases the Collector will hold an official proceeding explaining fully the grounds on which he may act.

In estates held under putteedaree, bhyachara, or the like tenure, Collectors may in certain cases make a fresh

XII. *First.* In cases in which the proportion of the Government jumma and village expenses payable by each proprietor and by each body of proprietors comprised in the several puttees, behrees and other divisions of an estate held

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under putteedaree or byachara tenure or the like, may have been originally fixed on a measurement of the lands occupied by each, with reference to the quantity in cultivation, and may be liable by the usage of the country to periodical adjustment on the same principle, if the Collector or other officer making or revising the settlement shall be satisfied, by examination of the putwaries' accounts or otherwise, that the contributions paid by any proprietor or body of proprietors as aforesaid, are materially in excess of the amount justly demandable from them, it shall be competent to him, with the previous sanction of the Board, to cause a new distribution to be made of the revenue and charges payable by each, with reference to the above principle and to such resolutions as Government may have passed relative to the apportionment of the net rent or profits arising out of the limitation of the Government demand, and in the performance of this duty to employ the canoongoe and such person or persons as he may judge it advisable to appoint, and to settle the jumma payable by the different parties according to the award of such person or persons, or otherwise as shall appear to be just and equitable.

Allotment of the revenue and charges payable by the several parceners.

Second. In like manner, in cases in which the several proprietors shall be entitled, not only to an adjustment from time to time of the jumma payable on account of the lands occupied by them, but likewise to a periodical partition of the lands of the village with reference to the share recorded as belonging to each, it shall be competent to the Collector to cause a fresh partition of the lands and adjustment of the jumma to be made as above prescribed, and at the same time to fix and declare the period from which the arrangement as finally settled is to have effect, and to adjust the claims of the parties relative to the revenue intermediately paid by them as may appear equitable: Provided, however, that no such partition or adjustment shall be final, until confirmed by the Board of Commissioners, or other authority exercising the powers of that Board: Provided also that if any parties shall dispute the existence of the usage under which the partition of the lands shall have been made, and shall claim to be restored to possession of the lands which the Collector may have transferred to another, or shall consider himself entitled to the benefit of a new partition of the lands comprised in the mehal to which he may belong in any case in which the Collector may have refused to order it, it shall be competent to the said party to bring a regular suit in the zillah court against the person or persons to whom the lands may have been transferred, or the person or persons who may resist the partition to try the justness of the Collector's decision; but if the existence of the usage shall be admitted or established, it shall not be competent to the courts of judicature to question the accuracy of the partition of the land or adjustment of the jumma, and whenever the decision of a Collector for the partition of any land shall be set aside, it will of course belong to the revenue authorities to re-adjust the jumma with reference to the interests of the parties as defined and settled

And in certain cases may make a fresh partition of the land.

Cases wherein parties affected by Collector's decision may contest it in the adawlut.

On what points decision of revenue officers to be conclusive.

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by the final decision of the courts of judicature, and to the conditions of the tenure, and to any general or special resolution of Government relative to the distribution of the net rent or profit arising out of the limitation of the public assessment.

Collectors shall not disturb possession unless specially authorized.

XIII. Collectors and other officers exercising the powers of Collectors shall not, unless where specially authorized in the manner prescribed in this or some other regulation, do any act tending to disturb possession, but shall leave the adawlut to investigate in a regular suit all claims of persons not in possession but deeming themselves entitled to be so.

Collectors making or revising settlements may declare nature and extent of interests possessed by persons occupying land.

XIV. *First.* Collectors making or revising settlements shall, in cases in which any dispute may exist in regard to the nature of the tenure of any person occupying the soil, be competent to declare in an official proceeding to be incorporated in the roobukaree of settlement, the nature and extent of the interests actually possessed by such occupant, referring to the denomination heretofore applied to him only as one means of proof in regard to the nature of the interest, but stating at length, with specification of any examination he may take for his satisfaction, the grounds of his determination; so also in cases of dispute regarding the extent of the interest belonging to any sharer in a village or villages held under putteedaree, byachara, or the like tenure, such sharer having actual possession of a portion of such village or villages, or being in the actual receipt as proprietor of a share of the joint profits of the land, it shall be competent to the Collector to decide the point in the first instance in his roobukaree of settlement, and to enforce his decision, leaving the party who may deem himself aggrieved to seek redress by a regular suit in the courts to try the right; but nothing herein contained shall be construed to authorize the courts to interfere with the decision of the Collector in regard to the amount or proportion of jumma to be assessed on any parcel of land, or in respect to the quantity and description of land to be assigned in partition to the holder of any specific share of joint estate.

Where lands held in putteedaree, byachara, or the like tenure, Collectors may decide disputes as to the extent of interest belonging to any parcener, and may enforce his decision.

Subject to an appeal to the adawlut.

Collectors shall not under the above rule take cognizance of claims to larger profits or more land than claimant may have hitherto enjoyed or held.

Second. The above rule shall not be construed to empower Collectors, unless otherwise authorized, to take cognizance of any claim, to recive a larger portion of the common profits than the claimant has hitherto enjoyed, or to hold a larger portion of the village or villages than he has hitherto occupied.

Decision of revenue officers to be maintained by courts unless proved to be wrong in a regular suit.

Courts not to interfere with apportionment of jumma or allotment of land made by Collectors, excepting where the principle of Collector's decision may be at variance with decree.

Third. The decisions passed by the Collectors under the above powers, if not altered or annulled by the Board or by Government, shall be maintained by the courts, unless, on investigation in a regular suit, it shall appear that the possession held under such a decision is wrongful; and nothing herein contained shall be understood to authorize any court to interfere with the decision of the revenue authorities relative to the jumma to be assessed on any mehal or portion of a mehal, or to the extent and description of lands belonging to any mehal that may be assigned on the partition of the same to the several parceners concerned.

In what cases Collectors to take cognizance

Fourth. If any person shall complain to a Collector or other officer making or revising the settlement of any mehal, that he

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has been wrongfully dispossessed from any lands, premises, crops, orchards, pasture grounds, fisheries, wells, water-courses, tanks, reservoirs, or the like, within such mehal, or of the rents, produce, or profits of such lands, premises, &c., the like as aforesaid, or that he has been wrongfully disturbed in the possession thereof, it shall be competent to the Collector or other officer aforesaid to inquire into the matter, and if the party so complaining shall appear to have been in possession in the year preceding that in which the complaint is brought, and there shall otherwise be reason to believe that he has been violently or wrongfully dispossessed or disturbed, it shall be competent to the Collector to restore or confirm him, recording the grounds of his determination in a roobukaree, and the opposite party shall in such case be left to bring a regular suit in court to try the question of right. In like manner should a Collector or other officer as aforesaid find that there exist in any mehal of which he may be making or revising the settlement, any disputes relative to the possession of lands, premises, or the like, which it may be expedient to adjust, it shall be competent to the Collector or other officer aforesaid to pass a decision determining the point of possession, leaving the question of right, if further disputed, to be settled by the result of a regular suit in the adawlut.

of complaints of wrongful dispossession.

Subject to an appeal to the adawlut.

Fifth. The above provisions shall be held to apply to all cases in which a zemindar or under-tenant, whether farmer or ryot, having by special deed or prescriptive title a right of occupancy, shall have been wrongfully ousted from the occupancy of lands held and cultivated by him in the preceding year, or in which the rents and profits of any land which were received by such dispossessed party in the preceding year, shall be withheld from him, without a legal award or a voluntary act of the party involving the transfer, renunciation, or relinquishment of such rents and profits. But the above rule shall not apply to any case in which the complaining party may have executed any deed, purporting to be a relinquishment of possession, unless it shall have been established by some judicial proceeding that such deed was extorted by force and terror, nor to any cases wherein the complainant shall have in any way lost or relinquished possession previously to the commencement of the year preceding that in which the complaint may be preferred.

The above provisions to what cases to apply.

To what cases the rule shall not apply.

XV. In the settlement of any resumed mehal held, or pretended to be held, under sunnuds from the ruling power, or from the amils or other officers of the Government, whether such lands shall have been heretofore subject to the payment of revenue or otherwise, it shall be competent to the Collector or other officer making the settlement to hear, try, and determine all claims to the property and possession of the land comprising such mehal, or the rents or produce thereof—anything in the existing Regulations notwithstanding—and subject to the orders and direction of the Board of Revenue, or other authority exercising the powers of that Board, to give possession to, and conclude a settlement with, the party who may appear to have the best title, leaving

In settling resumed lakhiraj lands, Collectors may take cognizance of claims to the property therein.

And may give possession to parties appearing to have the best title.

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Subject to an appeal to the adawlut by a regular suit.

other claimants to establish their claims by a regular suit in the zillah or provincial court, by which, according to the value of the interest at stake, all decisions passed by the revenue authorities under this section may, on such suit being fully heard, sued, and determined, and not otherwise, be revised, annulled, or altered.

The above rule not to extend to lands held under grants made by or at the request of proprietors.

The above rule shall not extend to lands held free of assessment under grants made by, or at the request of the proprietors themselves, or their representatives, the settlement of which shall ordinarily be made with the parties in possession, if willing to engage on adequate terms.

Governor-General in Council may grant to Collectors making or revising settlements, special authority to take cognizance of claims to the property and possession of land.

XVI. It shall be competent to the Governor-General in Council to grant to a Collector making or revising the settlement of any mehal, whether the same may have been held by a lakhiraj tenure resumed, or, being malgoozaree, may have become open to resettlement in ordinary course, special authority to hear, try, and determine as above, all claims to the property and possession of the lands lying within such mehal, or the rent or produce thereof, and to give possession to the party who may appear to have the best title, subject to the orders and direction of the Board, and further subject as above to the revision of the zillah or provincial court on a regular suit: provided also that whenever special authority may be given to any Collector as aforesaid, notice of the order of Government shall be published by a proclamation within the mehals, to which the authority so given may extend; and it shall be the duty of the Collectors and the Board to see that such proclamation is duly made. But no decision passed by a Collector under this or any other section whereby such notification is required, shall be disturbed by any court of judicature otherwise than after a full and regular investigation of merits on the plea that proclamation was not made.

Collectors making or revising settlements in what cases to take cognizance of claims to property in lands held lakhiraj or at a mocurrurree jumma, under valid tenures, and to make a settlement with the proprietors on behalf of the lakhirajdar, or mocurrureedar.

XVII. It shall be competent to Collectors and other officers engaged in making or revising the settlement of any pergunnah, mowzah, or other local division, on the application of persons claiming a right of property in lands held free of assessment, or at a mocurruree jumma, under unquestioned grants from the ruling power, or from the amils or other officers of Government, and situate within, or adjoining to such pergunnah, mouzah, or other local division, to receive, try, and determine the claim, and if satisfied that the applicants do possess, or are entitled to possess, a hereditary and transferable property in the land or the produce or rent thereof, the Collector or other officer, with the sanction of Government previously obtained, shall be authorized to conclude a settlement with them on behalf of the lakhirajdar or mocurrureedar, for such period as the Governor-General in Council may direct, and shall grant to each of the said proprietors pottahs defining the conditions on which they are to hold their lands subordinate to the lakhirajdar or mocurrureedar. It shall further be competent to the Collectors, under the orders of the Board of Commissioners, to fix and declare the amount of malikana or other proprietary allowance to be paid by such lakhirajdars or mocurrureedars to the said proprietors in the event of their being divested of

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the occupancy and management of their lands: provided, however, that either party who may be dissatisfied with the decision of the Collector as to the question of the right of property, shall be at liberty to contest the same in a regular suit in the adawlut; but the courts shall not interfere to alter the terms on which the settlement may have been made by the Collector with proprietors, or the amount of malikana granted to such persons.

Proviso that an appeal to the adawlut shall lie on the question of right of property.

XVIII. The Collector shall in cases of doubt be the judge of the question of jurisdiction, subject to the orders of the Board and of Government, and the courts of judicature shall not disturb possession given by the Collector, except on a regular suit, and on a decision as to the right.

Collectors to be the judges to the question of jurisdiction.

XIX. *First.* It shall be competent to Collectors when prosecuting the above inquiries, or hearing and trying the above suits or otherwise, when authorized in that behalf by the Board to which they may be subordinate, to require all sudder malgoozars and other persons owning, occupying, managing, or cultivating any lands within or in the vicinity of the mehal to which their inquiries may extend, or gathering or disposing of the produce thereof, or collecting, enjoying, or appropriating any rent or revenue derived therefrom, as well as the gomastahs or other agents employed by such persons in the management or cultivation of the land, or in the collection of the rent, produce, or revenue thereof, to attend and produce all accounts or other papers which they may respectively possess relative to such lands, produce, rent, or revenue, and to examine the said persons on oath, or hulufnamah, to the truth of the accounts produced, or on any other matter relating to such accounts, or regarding the lands, produce, rent, or revenue of the mehal, or the rights and interests attaching to such lands, produce, rent, or revenue: provided, however, that no person shall be compelled to answer on oath or solemn declaration, any interrogation regarding matters wherein he may have an immediate personal interest in concealing the truth, or in uttering what is false, not being an interest arising out of fear, favor, or reward, or any corrupt bargain or agreement with another party.

Collectors authorized to summon witnesses and require production of accounts.

To examine on oath or hulufnamah.

Proviso that persons shall not be examined on oath on questions immediately touching their own interests.

Second. The rules contained in section 11, Regulation II, 1819, relative to the mode of serving process on persons who may be required to attend and produce accounts under the provisions of that Regulation, shall be and be held applicable to processes issued by Collectors or other officers under the rules contained in this Regulation. In like manner the provisions of section 12 of the said Regulation shall be applicable to all putwarries, gomastahs, or other persons, by whom the accounts of any lands regarding which the said inquiries may have been instituted, may be kept, and who after being duly summoned as aforesaid, may neglect or omit to produce any of the accounts required from them, or to give their evidence regarding them, or who may deliberately give a false deposition on oath or solemn declaration when summoned and examined as aforesaid, or who may alter, fabricate, falsify, or mutilate the accounts which they may be

Rules of Regulation II, 1819, applicable to processes issued by Collectors under this Regulation.

Also to putwarries and others summoned or examined in cases cognizable under this Regulation.

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And to all other persons upon whom process may be issued.

required to produce: provided further that Collectors and other officers employed in the settlement of the land revenue, or in any of the inquiries specified in this Regulation, shall be vested with all the powers and authority which are or may be lawfully exercised by Collectors in cases depending before them under Regulation II, 1819, and the rules contained in clause 3, sections 13, 14, and 19 of the said Regulation, shall be and be held applicable to all persons who may be summoned by any Collector or other officer aforesaid, or who may resist the process of a Collector issued under the rules of this Regulation, or who may refuse to take an oath, or subscribe a solemn declaration when required, or who may deliberately give a false deposition on oath, or under a solemn declaration taken instead of an oath, or may cause or procure another to do so.

Powers specified in sections 11, 12, 14, 16, 17, 18, and 19, to be ordinarily vested in Collectors making or revising settlements.

XX. *First.* The powers specified in sections 11, 12, 14, 16, 17, 18, and 19 of this Regulation, shall be ordinarily exercised by Collectors when employed in making or revising settlements of the land revenue, and shall extend to all the lands comprised in the pergunnah in which he may be so

But Governor-General in Council may restrict powers to be exercised on any particular occasion.

employed; but it shall be competent to the Government by an order in Council, to be publicly proclaimed in the district, to restrict the authority of Collectors and other officers making settlements in such manner, and to such extent, as he may from time to time judge expedient. In like manner it shall be competent

Like powers may be specially vested in Collectors, though not engaged in making or revising settlements.

to Government to vest such Collectors as may from time to time be judged fit, with a special authority to receive, try, and determine in the first instance, subject to a regular suit in the adawlut as above provided, all or any of the questions of the nature specified in the aforesaid sections, though the said Collectors may not

Collectors may be similarly vested with special powers to try all suits regarding rent.

be engaged in making or revising a settlement of the land revenue, and to vest in such of the Collectors as may be thought proper, authority (either generally or within such limits as may be from time to time determined) to receive, try, and determine by summary process, all suits for rent which may be preferred by zemindars, talookdars, or other sudder malgoozars or farmers of land, or by any person in their behalf against any dependant talookdar, zemindar, under-renter, ryot, or other under-tenant of whatever denomination, as well as all applications by ryots, and the under-tenants contesting the demand of a sudder malgoozar or farmer, and all complaints preferred by ryots or other under-tenants of

Or exaction of rent.

whatever description, against landholders or farmers of land, or their respective agents or representatives, on account of excessive

The adjustment of accounts between landlord and tenant, their sureties and agents, and touching all matters connected with land, the rents or produce of land, the delivery of pottahs, the violation of engagements, and generally all disputes

demand or undue exaction of rent, whether levied by distraint or otherwise, as well as all suits relative to the adjustment of accounts between landholders and farmers of land or under-tenants of whatever description, with their sureties, or with any agents or persons employed by them in the management of land, or the collection or payment of the rent of land, and to all other matters immediately connected with the demand, receipt, or payment of the rent of land, whether malgoozaree or lakhiraj, or with the rent of orchards, pasture grounds, and fisheries, commonly

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denominated phulkur, bunkur, and julkur, or with any other asset of the land revenue, not included in the sayer abolished, together with all complaints of the non-delivery of pottahs when demandable under the Regulations or complaints of the prescribed receipts not being given for actual payment of rent, and generally complaints of any deviation from the Regulations, or from the established usage of the country relative to the matters aforesaid, or any violation of subsisting engagements in disputes respecting the rent and occupancy of land, between landholders or farmers of land, and their under-tenants of whatever denomination.

between sudder malgoozars and farmers and their tenants.

Second. The appointment of the Collector to the discharge of the above duties, and the extent of the jurisdiction to be assigned to him, shall be notified by proclamation in the district, after such manner as the Governor-General in Council may direct; and after the publication of such notice, all summary suits, actions, applications, and complaints of the above nature, and referring to lands or the rents, produce, or accessions of land lying within the jurisdiction assigned to the Collector as above, which may be preferred in the zillah or city adawlut by any sudder malgoozar, zemindar, talookdar, farmer, ryot, or other proprietor or under-tenant of land, shall, immediately on being received, be referred for trial to the Collector, to whom also all such summary suits depending at the time shall be transferred: provided also that in such cases parties having suits or complaints to prefer of which the cognizance may be vested as above in the Collector, shall be at liberty to prefer them to that officer in the first instance. It shall in like manner be competent to the Governor-General to fix, by an order in Council, the period at which the special powers giving as above to a Collector, and the authority to be ordinarily exercised by those officers on the occasion of making settlements, shall cease and determine.

Appointment of Collector to exercise the above duties how to be notified.

Governor-General may fix by proclamation period for which Collectors are to exercise judicial powers under this Regulation.

Third. No complaint or application of the nature specified in the preceding clauses shall be received by a Collector under the rules of this Regulation, unless the plaint or application shall have been preferred within the period of one year after the cause of action shall have arisen.

Collectors shall not take cognizance of complaints specified in preceding clauses, unless preferred within one year.

XXI. In summary suits for rents and the like, wherein special rules have been prescribed for regulating the process of the courts, the Collectors shall be guided by the same rules, and shall exercise the same powers and authority as are or may be lawfully exercised by the zillah and city Judges. In other cases falling under their cognizance, according to the provisions of this Regulation, the ordinary process for securing the attendance of the defendant or party otherwise impleaded, shall be to issue a notice reciting the matter, and requiring the defendant or other party to attend in person or by representative, at such time and place as may be made choice of by the Collector for conducting the investigation; should any party fail to attend after being served with a notice of the above description, or should the return of the nazir or person employed to serve the notice be that, after diligent search, the party or parties cannot be found, proclamation shall be made in

Collectors by what rules of practice to be guided, and what processes to issue.

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writing, to be stuck up at or near the ordinary residence of the party, stating that after fifteen days from the date of publishing the same, the case will be liable to be brought up for trial and judgment, and any party implicated who having been served with the notice above described, shall fail to attend, or who shall continue to absent himself, will be as much bound by the judgment that may be passed, as if he or they had been in attendance to plead.

Sections 18 and 19, Regulation VIII, 1819, extended and declared applicable to cases tried by Collectors under this Regulation.

XXII. Sections 18 and 19, Regulation VIII, 1819, are hereby extended to all the provinces immediately subject to the Presidency of Fort William, and the provisions of the said sections shall be applicable to the proceedings of Collectors held under this Regulation. Provided, however, that whenever it shall be desired to apprehend a defaulter residing out of the jurisdiction of the Collector by whom the suit relative to the alleged arrear may be cognizable, the process of arrest shall be served through the Judge of the district where the alleged defaulter may reside.

Collector's cutcherry shall be held a court of civil judicature, and his decisions shall be deemed to be judicial awards.

XXIII. *First.* It is hereby declared and enacted, that in so far as concerns the summoning and examination of witnesses, the penalties for false testimony for resistance of process, contempts, and all other similar matters connected with cases under cognizance before the Collectors of land revenue, or other officer, by virtue of the powers vested in them by this Regulation, or any other Regulation whereby Collectors are vested with judicial powers, their cutcherry or office for the time being shall be deemed and held to be a court of civil judicature.

Second. Provided also that the regular suits which may be brought to contest decisions passed by Collectors, under the powers vested in them by sections 11, 12, 14, 15, 16, 17, 18, 19, and 20, shall be of the nature of an appeal to court in its regular jurisdiction from a summary award. It shall not therefore be necessary for the Collector or other officer of Government to be a party in the action.

Collectors authorized to execute awards made by them.

Third. Collectors of the land revenue are hereby empowered to execute all awards made by them under the rules of this Regulation, in cases wherein a specific sum of money shall be adjudged to be due, or any costs or damages be awarded; the Collector decreeing the same shall proceed to levy the amount for the party in whose favor it may be adjudged by the process in use for the recovery of arrears of the Government revenue. Provided, however, that he shall not sell any lands, houses, or other real property in satisfaction of any judgment passed in favor of any individual, on a summary inquiry. In cases wherein possession of lands, houses, watercourses, or the like may be adjudged, it may and shall be lawful for the Collector making the award, to deliver over possession in the same manner and with the same powers in regard to all contempts, resistance, and the like, as are or may be lawfully exercised by the courts in giving possession to an auction purchaser; and the zillah or city adawluts shall support the Collectors in the exercise of the above power, and shall give effect to any orders passed by them in

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pursuance of it, in the like manner as if the same had been passed by themselves. Collectors are further hereby empowered to place one or more peons, mirdahs, suwars, or the like, to aid in the maintenance of possession for the party to whom it may be awarded, in case of his deeming such a measure necessary or expedient.

Collectors authorized to depute native officers to make inquiries preparatory to settlement.

XXIV. *First.* It shall and may be lawful for a Collector or other officer exercising the powers of Collector preparatory to making or revising a settlement as aforesaid, to depute any tehsildar, canoongoe, ameen, or other fixed or temporary officer to any village or mehal, whether the same be managed by a zemindar or farmer, or be held khas, to inquire into the various matters which such Collector or other officer is required or empowered to investigate, in order to form a settlement in the mode prescribed by this Regulation. Any such native officer so deputed as above, shall be deemed to be vested with the power of summoning and examining putwarries, gomastahs, or other persons by whom the accounts of the village or mehal may be kept, in the same manner and with the same powers as is provided for officers deputed under section 25, Regulation XII, 1817. Furthermore, in case the Collector or other officer may so prescribe, the said tehsildar or other person shall be empowered to make a measurement of the village or mehal into which they may be deputed, and to summon any moquddums, pudhans, ryots, or other residents, and to call upon them to point out the boundaries of such village or mehal, and to furnish information as to all matters relating to the land and the rights and interest attaching thereto; and any persons contumaciously withholding information from an officer deputed as aforesaid, shall be liable, on the same being established to the Collector's satisfaction, to the same penalty as is prescribed for putwarries refusing to attend or give evidence.

Resistance or obstruction of the process of order of a Collector, how punishable.

Second. Provided also that any person who may by force or threats obstruct or resist the execution of any legal process, requisition, or order of a Collector or other revenue officer, shall, in addition to the penalties prescribed by the existing Regulations for such act, be liable to a fine not exceeding two hundred rupees, or to imprisonment in the dewanny jail for a period not exceeding two months; the said fine or other penalty to be adjudged by the Collector after proceeding duly held and recorded, and the sentence to be immediately reported to the Board to which he may be subject.

Police officers to aid and support the execution of process and orders of Collector.

Third. Provided further, that all police officers shall aid and support the execution of all process and orders issued by a Collector or other officer aforesaid, on the responsibility of the officer issuing or executing the same; and if any affray or breach of the peace shall occur in consequence of any resistance or obstruction being made or attempted to be made to the legal process or order of a Collector or other revenue officer, the parties resisting or obstructing such process or order shall be punishable for the affray or breach of the peace, and the revenue officer shall not be liable to any criminal prosecution on that account.

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Parties in suits tried by Collectors may employ any vakeels or agents they think proper.

XXV. It shall be competent to the parties in all suits the cognizance of which is hereby vested in the Collectors of revenue, to employ any agent, vakeel, or representative, whom they may think proper to appoint, to act and plead in their behalf, provided, such agent, vakeel, or representative be duly empowered by the parties. The rate of remuneration to such agent or vakeel shall be left to be adjusted between himself and his constituent, but no greater sum shall be awarded on this account for costs payable by the party against whom the judgment may be passed than what may be deemed by the Collector a fair equivalent for the attendance of such agent.

What pleadings to be required.

XXVI. No other pleadings shall be required from the parties in such suits than a plaint and answer, provided that if the parties should at any time wish to file an amended plaint, or an amended answer, or any explanatory motion, such subsidiary pleadings shall be received.

Stamped paper to be used.

XXVII. The mooktarnamas or vakalutnamas, and the pleadings and final decree in such suits, shall be written on stamped paper of the value of eight annas, whatever may be the amount of the suit, and no fees shall be taken on exhibits tendered in the cause, or for the witnesses required by the parties; nor shall it be necessary for the parties to present a written motion on stamped paper for the filing of such exhibits, or for the summoning of such witnesses.

Collectors may try and determine suits in any part of their districts.

XXVIII. It shall be competent to the Collectors to hear and determine such suits in whatever part of the district they may occasionally be or reside, provided that every hearing and decision be in public cutcherry, or in some other place open to the public, and in the presence of the parties or of their constituted agents or vakeels, if in attendance.

Decisions how appealable to Boards.

XXIX. *First.* The decisions of the Collectors on all such suits shall be appealable to the Board of Revenue or other authority exercising the powers of that Board. The petition of appeal shall be presented either to the Collector or to the Board, at the option of the party, and shall be written on stamped paper of the value of two rupees; but no petition of appeal shall be received after the expiration of three months from the date of the decision, unless sufficient cause shall be shown for the delay to the satisfaction of the Board. Provided also that the Board shall not be required in ordinary cases to go into a regular investigation of the merits, but shall be authorized to dismiss the appeal without further investigation, in all cases in which, on a consideration of the final robukaree of the Collector, they may not see ground to consider the decision of that officer to be unjust, erroneous, or doubtful, or his proceedings in the case irregular or imperfect; provided also that in all cases in which the Collector may dismiss the suit for non-attendance, or on some other ground of default, without an investigation of the merits of the case, it shall be competent to the Board to direct a new trial, and in cases in which he may neglect or delay the investigation or decision of a suit without sufficient cause, it shall be competent to the Board

Board how to proceed on such appeals.

In what cases Board may direct a new trial, or interpose to correct, neglect, or delay.

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to intefrere and to cause the Collector to proceed upon the inquiry into and determination of it.

What pleadings to be required in appeals to Boards.

Second. No pleadings except the petition of appeal shall be required in such appeals, nor shall any fees be taken by the Board on the exhibits originally filed, or on any further documents which the Board may think it necessary to call for.

Third. If the parties choose to employ in the pleading of such appeals, the same agents or vakeels who were previously employed by them in the original suit, no further mooktarnama or vakalutnama shall be required of them.

Respondents to receive notice, but not to be required to appear.

Fourth. The respondent shall receive notice of the appeal, but shall not be compelled to appear in person or by vakeel, and the appeal shall be decided on the merits of the case, notwithstanding his absence, in the same manner as if he had attended.

Board's decision to be final as to the result of summary inquiry.

Fifth. The decision of the Board shall be final in as far as concerns the result of the summary inquiry of the Collector, and shall be rendered in a Persian robukarree written on stamped paper of the value of two rupees.

But decision of Board and Collector may be contested by regular suit in adawlut.

Sixth. Any person, however, dissatisfied with the summary judgment of the Collector or the Board, and desirous of a more full and formal decision, shall be at liberty to prefer a regular suit to try the merits of the case in the zillah or other similar or superior court in which it may be cognizable. In such cases the summary judgment of the Collector, if not reversed or stayed by the Board, shall be carried into effect, notwithstanding the institution of the regular suit.

Parties having claims cognizable by Collectors, and not wishing a summary trial, may in the first instance bring a regular action in the adawlut.

XXX. All persons having claims or complaints to prefer of the nature of those made cognizable by Collectors under the provisions of this Regulation, and not wishing to avail themselves of the summary process authorized in that court, shall be at liberty to institute their claims or complaints in the first instance by a regular suit before the local moonsiff, or in the zillah or city adawlut, or provincial court of the division, according as the suit may be cognizable in those courts respectively under the general Regulations for the administration of civil justice.

On appeal to a court against the decision of a Collector, the proceedings held by that officer shall be called for and filed in the case.

XXXI. *First.* Whenever a regular suit may be instituted in a civil court, with a view to set aside or alter a summary judgment passed by a Collector, the proceedings held on the summary inquiry shall be called for by precept from the court, and filed on the record of the case.

No such appeal cognizable by or referable to any register, ameen, or moonsiff.

Second. Provided also that no such suit shall be cognizable by or referable to any register, sudder ameen, or moonsiff, and all registers, sudder ameens, and moonsiffs shall, in cases tried by them, be held and bound by the decisions passed, and records prepared, by Collectors or other revenue officers under the provisions of this Regulation, unless the same shall have been rescinded or altered by the Board, or by the zillah or other similar or superior court on a regular suit.

Periodical reports to be furnished by Collectors to Boards.

XXXII. The Collectors shall transmit to the Boards such periodical reports of the causes decided by, or depending before them, as the Boards may direct, and the Boards will also furnish

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to Government such abstracts of those reports, and such reports in the cases received and determined by them in appeal, as the Governor-General in Council shall from time to time require.

Collectors authorized to refer certain cases to arbitration.

XXXIII. *First.* It shall be competent to Collectors or other officers exercising the powers of Collectors to refer to arbitration any disputes cognizable by them under the provisions of this Regulation, as well as any questions or disputes of any kind respecting land or the tenures therein, or the rights dependent thereon, that may come before them—provided the parties consent to that mode of adjustment, and on award being made, to cause the same to be executed. In referring cases to arbitration under the above provision, and in their general proceedings relative to such suits, the Collector shall be guided by the rules contained in Regulation XVI, 1793, and the other corresponding enactments, and in Regulation VI, 1813, in so far as the same may be applicable, and shall be competent to vest in the arbitrators the same powers and authority in regard to the summoning and examination of witnesses, and the administration of oaths, and to enforce the orders passed by the arbitrators under such powers in the same manner as the courts of judicature are empowered to do; and all awards made on such references shall, when confirmed by the Collector, have the same force and validity as a regular decree of the adawlut, and shall not be liable to be reversed or altered, unless the award shall be open to impeachment on the ground of corruption or gross partiality, or shall extend beyond the authority given by the submission of the parties, and such ground of impeachment shall be established in a regular suit in the zillah, city, or other superior court wherein the case may be cognizable.

Force of awards passed on such reference.

Matter of arbitrament to be distinctly specified in Collector's proceedings.

Second. In referring any dispute to arbitration, the Collector shall be careful to specify in his proceedings and in the deed of arbitration to be executed by the parties, the precise matter submitted to the arbitrators, and if the award first made by the arbitrators shall not include all the points submitted to them, or shall be otherwise incomplete, it shall be competent to the Collector again to refer the matter to them with directions to perfect their award.

Canoongoes and tehsildars may be employed as arbiters.

Third. The pergunnah canoongoes and tehsildars may be appointed arbitrators in any case referred to arbitration under the above rules, anything in the existing Regulations notwithstanding.

Collectors in what cases to interfere of their own motion in cases of disputed possession.

XXXIV. *First.* When a Collector or other officer exercising any of the powers vested in Collectors by the rules of this Regulation, relative to complaints of dispossession or disturbance of the possession of lands or premises, shall learn, either by a reference from the Magistrate or by a report from any other public officer or otherwise, that any disputes exist within the tract placed under his jurisdiction relative to any lands, premises, crops, orchards, pasture grounds, fisheries, wells, watercourses, tanks, reservoirs, or the like, likely to terminate in a breach of the peace, it shall and may be lawful for the Collector or other officer aforesaid to require the contending parties to attend in person or by representative at

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a stated time and place, and after investigating the case in the presence of the parties or their representatives, or such of them as may attend, or referring it to arbitration as above prescribed, to decide the case in the same manner as if it had been brought before him by the complaint of one of the parties; provided also that if the fact of previous lawful possession cannot be ascertained, it shall be competent to the Collector, subject to the orders and direction of the Board, to decide on the question of right, and to give possession to one of the contending parties, leaving the other party to contest the decision by a regular suit in court. But no such decision shall be passed by any Collector until he shall have instituted a careful inquiry into the fact of possession, and the Board shall be careful to see that this restriction is observed: provided further, that in such cases it shall be competent to the Collector to attach the disputed lands, premises, &c., as aforesaid, and to appoint an officer to the management of the same, retaining in deposit the rents and produce, or such portion thereof, as may remain after discharging any public revenue demandable therefrom, with the charges of management, until one of the contending parties shall be placed in possession.

And to give possession to one of the contending parties.

Collector may attach disputed lands, &c.

Second. Whenever any Magistrates or Joint-Magistrates shall have before them any suit, complaint, or information relative to any dispute regarding lands, premises, crops, watercourses, or the like, which may appear likely to terminate in a breach of the peace, or which it may otherwise be desirable to bring to an immediate decision, it shall be the duty of such Magistrate or Joint-Magistrate, in cases in which the Collector shall be vested with the cognizance of such actions, to certify the case to that officer, and the Collector will then forthwith proceed to investigate and determine the case under the rules above prescribed; provided also, that in all cases of forcible dispossession or forcible disturbance of possession, the Collector shall invariably transmit to the Magistrate or Joint-Magistrate a copy of the first proceeding held by him in the case, and also a copy of the robukaree containing his final award.

Magistrates and Joint-Magistrates in what cases to refer disputes to Collector.

Third. The Collector shall in all such cases use every proper means for inducing the parties to refer their disputes to arbitration, in like manner as the dewanny courts are directed to do.

Collector to encourage arbitration.

XXXV. Whenever the term Board of Revenue or Board of Commissioners may occur in this or any other Regulation, the same shall be held and considered to apply to any board, committee, or commission, and to any member of such board, committee, or commission that may be vested by the Governor-General in Council with the powers and authority of the Board of Revenue, save and except in so far as may be otherwise specially declared and provided. In like manner all rules in this or any other Regulation, whereby any duties or powers may be prescribed for or vested in Collectors, shall be held and considered to be equally applicable to any officer exercising the authority of Collector, under the orders or with the sanction of the Governor-General in Council.

Meaning of the term Board of Commissioners, &c., as used in this and other Regulations.

Rules regarding Collectors to apply to any officer exercising authority of Collector under orders from Government.

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